

DBC Rentals
Agreement of Lease

Unit Type _____ 1 bedroom with a washer/dryer _____ 2 bedroom with utilities
_____ 1 bedroom without washer/dryer

THIS Lease (the "lease") made and entered into this day, _____, by and between Most & P II LLC d/b/a DBC Rentals hereinafter referred to as "LANDLORD": and _____

JOINTLY AND SEVERALLY, if more than one, hereinafter referred to individually as "TENANT" and collectively as "TENANTS". A determination whether or not a parental guarantee is necessary is made by Landlord on an individual basis. If a parental guarantee is needed and landlord's approved form, signed and notarized, is not received by Landlord, by the earlier of 30 days hereof or date lease begins, as agreed, the lease may be declared void.

1. **DESCRIPTION OF TERMS:** Landlord does hereby lease to Tenant an apartment having a street address of _____, located in Columbia, Boone County, Missouri, 65203 (the "Premises"); to be used by Tenant as a private dwelling, commencing not before 1:00 p.m. on _____ and ending at 9:00 a.m. on _____, both dates inclusive.

2. **RENT:** The rental rate to be paid by Tenants shall be the amount \$ _____ per month, payable via electronic check clearinghouse (ACH) on or before the fifth of each month of this Lease. **If a Tenant chooses not to pay by ACH, rent will be increased fifteen dollars per month per Tenant not using ACH unless rent is prepaid in 3-month increments. All ACH changes must be made by the 15th of the month to go into effect the following month. If ACH is to be terminated during the term of the lease, Tenant must appear in person at the DBC Rentals office to affect the termination. If paying by check or cash, rent shall be hand delivered to Landlord or its designated agent; or by regular United States mail addressed to DBC Rentals, 5001 S. Providence Rd., Columbia, MO 65203.** In the event the rent is not received by the 5th of each month, each individual delinquent Tenant agrees to pay the applicable late charge: **\$15.00 after the 5th of the month, \$20.00 after the 10th of the month, \$25.00 after the 15th of the month, \$30.00 after the 20th of the month, and \$35.00 after the 25th of the month.**

As a courtesy to the Tenant, we allow for individual payments, but all Tenants are still jointly responsible for the terms of the Lease including rent, late charges and discounts. It is agreed between the parties that the late charges are not a penalty but are liquidated damages for the expenses and inconvenience caused to Landlord for late payment or non-payment of rent, actual damages being difficult if not impossible to ascertain. There will be a \$30.00 charge assessed against Tenant for each instance a check or automated payment is returned. Rent will be deemed to be delinquent until all of the charges hereunder are paid in full. Partial payment of any of the charges hereunder or delinquent rent, the partial payment shall be credited first to any return check charges, then to any late charges, and finally to delinquent rent. Late charges will be applied to any outstanding balance. Any outstanding balance will be deemed rent at the end of the lease, and removed from the security deposit.

A liquidated damage of \$250.00 will be charged if the unit is not vacated at 9:00 a.m. on the expiration date. In addition, double rent will be charged for each day the Premises is not vacated after the Lease expiration date.

Only those persons indicated and signed on this Lease shall be permitted to occupy the Premises as residents at any time. DBC Rentals will not allow entry or issue keys to anyone not a Tenant with DBC Rentals. It is agreed that any guest staying in the unit as little of length as one night must have permission from all Tenants on Lease. If a written complaint from a Tenant is given to DBC Rentals that there is someone other than those who are on the Lease staying in the unit, the rent will be doubled for each day of such occupancy and charged to the Tenant with the guest staying in the unit.

All Tenants on Lease must sign DBC Rentals Pet Addendum and a **\$350.00** non-refundable fee **MUST** be paid before the animal is allowed in the unit. No Pit Bulls, Pit Bull mixes, Staffordshire Terriers, American Bulldog, American Pit Bull Terrier, Cane Corso, Doberman Pinschers, Rottweilers, German Shepards, Chows, Presa Canarios, Alaskan Malamutes, Siberian Huskies, Wolf-hybrids, and/or any dog with a prior bite history are allowed. A second animal may be added with a \$100 non-refundable fee. No more than two animals are allowed per unit. If an unreported pet is found on the Premises, rent shall be double for the day the animal is found, continuing at said double rate until the animal is removed from the premises. **The pet fee does not transfer to any other unit or cover any damages done to the unit.**

Landlord shall have the right to reenter the unit and terminate the Lease after giving ten (10) day written notice mailed by regular United States mail to the address of Tenant at the Premises described above, if Tenant fails to observe or violates any covenant in this Lease, other than the covenant to pay rent, and continues to violate or fails to observe such covenant for said one (1) week period. It is understood and agreed that should Landlord deem Tenant undesirable and unpleasant for others, due to Tenant's action on the Premises, the Landlord shall have the absolute right to cancel this lease on ten (10) days' notice to Tenant, and Tenant agrees to quit and surrender the peaceable possession of the Premises and to remove there from and in such event Tenant's liability for rent shall terminate as of the date of removal. Landlord shall have the right to take possession

of any personal property left or abandoned in the Premises by Tenant after Tenant has vacated the Premises whether during or at the termination of the Lease term. It is agreed that Landlord will not be responsible to Tenant or the owner of such property left in the premises. Said property shall be deemed abandoned and become the property of Landlord. Only property with great value shall be stored for thirty (30) days after Landlord has taken possession of the same. In addition, tenants shall be responsible for reasonable storage charges incurred by Landlord in connection with said property. Tenant will be charged a disposal fee of \$50.00 per bag of trash/piece of furniture left behind in the unit after move out.

In the event Landlord terminates this Lease for such arrearage in the payment of rent, or due to violation of this Lease and/or in the event Tenant vacates the Premises prior to the conclusion of the Lease term, Tenant agrees to make payment of all costs incurred by Landlord to terminate this Lease, collect rentals and/or re-lease the Premises, including all attorney fees, litigation expenses, court costs, all collection fees, all advertising costs, all applicable utility expenses, all re-entering fees, and any other direct costs. **Tenant consents that any proceedings to enforce this Lease or related rights may be brought in any court sitting in the judicial district or circuit in which the Premises are located and does hereby waive the right to a jury trial.**

It is understood and agreed that in the event the apartment complex in which the Premises are located contain any common amenities (i.e. pool, common grounds) that Landlord does not guarantee that such amenities will be in good working order during this Lease term; however, Landlord will make reasonable efforts to repair and/or fix any amenities should the same become inoperable during this Lease term. It is further understood that if any appliance or mechanical equipment (i.e. furnace, water heater) breaks down, Landlord will make every reasonable effort to repair or replace items in a timely manner. It is agreed that Tenant will not be entitled to an abatement of any portion of the rent in the event any such amenities are inoperable for any period during the Lease term and that such amenities, if any, are not to be construed as part of the consideration furnished by Landlord for the rent paid by Tenant.

It is agreed that the Premises is furnished with a smoke detector for the benefit of Tenants. Tenants will be solely responsible for maintaining said smoke detector including providing the same with batteries and periodically testing the same to make sure that the same is in good working order. Upon notice of the non-functioning of said smoke detector, for reasons other than the need for new batteries, Landlord will provide a new smoke detector or repair the existing smoke detector. It is further agreed that the air filter is clean when tenant moves In and it is the responsibility of the tenant to notify Landlord if the filter needs to be changed. It is understood and acknowledged by each Tenant that Landlord will have no liability to Tenants or Tenant's agents, invitees or guests for any personal injury or property damage sustained by Tenants or individuals due to the malfunctioning of said smoke detector and/or carbon monoxide detector.

3. SECURITY DEPOSIT: Tenants shall also pay Landlord a security deposit in the amount of \$_____ to be paid upon execution of this Lease agreement. It is understood that if tenant fails for any reason to go into possession of the Premises, the total security deposit will be considered liquidated damages. Upon commencement of the term of this Lease and the Tenant's possession of the Premises, the deposit shall be held by the Landlord as security against loss from damage, non-payment of rent or any other breach of this Lease by the Tenant and shall be refunded in one check made out to the tenants and mailed to the address provided at check out within thirty (30) days after the lease has expired; and upon inspection, the Premises are found to be in as good condition as at the beginning of the lease, normal wear and tear expected; and provided the covenants, agreements and condition on the part of the Tenant have been complied with entirely. Any statements or estimates made by lessor or lessor's representative during inspection are subject to correction or modification before final security deposit accounting. If lessee is vacating the premises on or after the termination date of this lease, the 30-day period to account for the security deposit shall begin only when all of lessee's property has been removed, all occupants have departed. If lessee abandons the premises before the termination date of this lease, the 30-day period to account for the security deposit shall begin on said termination date or the date lessor re-rents the premises, whichever is earlier. If no address is provided it will be mailed to the last known address, which is the rental unit. Tenant is completely responsible for the entire term and any and all damages to the Premises and other damages, all as provided herein, and agrees that the security deposit may be set off against the total claims of Landlord but shall not constitute Landlord's exclusive remedy.

It is understood and agreed by Tenants that this security deposit is **not** deemed to be a payment of the last month's rent and that the payment of this deposit in no way relieves Tenant of the obligation to make payment of the last month's rent. The security deposit shall be applied to offset any damage to the Premises, unpaid rent, or to the expenses of clean up necessitated by Tenant leaving the Premises in an unclean condition upon the expiration of this Lease term. **In addition, Tenant will be charged a fee of Fifty-five dollars (\$55.00) in the event all keys to the Premises are not returned upon the termination of this Lease.** Further, in the event Tenant locks himself or herself out of the Premises and Landlord is required to come to Tenant's apartment to unlock the door for him or her, there shall be a minimum charge of Twenty Dollars (\$20.00) if the lock out call is made during work hours and no spare key is available to loan to tenant (key must be returned within 1 hour), and Fifty Dollars (\$50.00) if the lock out call is made after 4:00 p.m. or before 8:30 a.m. or any time on Saturday, Sunday, any holiday or if the office is closed; if Tenant does not make payment of this charge at the time of the lock out call, the charge may be deducted from Tenant's security deposit; however, the charge is due at the time the lock out call is made. If some but not

all tenants vacate the Premises at the termination of the lease but other tenants continue leasing the Premises under a new lease or extension/renewal of the former lease, charges will be deducted from the shares of the departing tenants for general cleaning, carpet cleaning, wall charge, and other damages as per this lease. This security deposit shall be held without any duty to pay interest and shall be held by owner of the Premises, for whom Landlord acts as an agent.

4. **CONDITION OF PREMISES:** It is further understood and agreed that the Premises are rented in an unfurnished condition except for stove, refrigerator, dishwasher, microwave, smoke alarm, mini blinds, vertical blinds and washer/dryer if applicable. Tenant agrees to submit a list of pre-existing damages to Landlord within seven (7) days after commencement of the lease term. In the event no such list is delivered, it shall be presumed and agreed upon between parties that there are no pre-existing damages. If a lease is signed on a unit with a current tenant staying, the tenant(s), which leaves, will be charged for damage, carpet cleaning, and wall charge on a percentage basis. If a lease is signed with a current tenant already occupying the unit and staying, it is understood that the unit will be accepted in "as is" condition. It is understood that the general upkeep of the dwelling unit is the responsibility of the lessee. Failure to maintain good condition of the unit will affect whether the tenant is offered a renewal. Any required service performed on the premises as a result of the neglect or misuse by anyone other than the management will be charged to the tenant. These repairs shall include, but not be limited to: burned out light bulbs, broken appliances, door/door handles, windows, blinds, clogged toilets/drains/garbage disposal, torn carpet, burner pans, etc.

5. **TENANT WILL TAKE GOOD CARE OF PREMISES:** Tenant agrees to keep and maintain the Premises, fixtures, and appliances in a good clean condition. In addition, Tenant will immediately notify Landlord of any damage to the premises, fixtures, plumbing, walls, ceilings, floors, appliances, locks, windows or doors, whether due to negligence of Tenant, break-ins, vandalism, burglary, or for any other causes or reason. Tenant will be responsible for the cost of repairs necessitated by the conduct of any guest or invitee of Tenant, involving the interior or exterior of the Premises and of the property and any improvements thereto. Landlord will provide the personnel and materials necessary to complete such repairs, which such repairs shall be completed at the sole cost of Tenant. In the event it is necessary for Landlord to provide personnel after 5:00 p.m. on any weekday, or at any time on Saturday, Sunday or a holiday, that Tenant will also be responsible for a "late hour" charge: which will be a reasonable amount in addition to the regular charges necessary to affect such repairs. Landlord prohibits alterations to the unit without landlord's consent. **Automobiles of Tenant or Tenant's guests, invitees, or employees shall be parked in the unit's assigned parking places or guest spaces and in no other places. No trailer, truck or recreational vehicle of any kind shall be parked or stored in any place on the Premises without prior written consent of Landlord. No partially dismantled, non-operating, wrecked, unlicensed, or junk vehicle of any kind shall be kept on or about the Premises.**

6. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant agrees to permit the Landlord or its Agent to enter the Premises during normal work hours for the purpose of making inspection and repairs. If Landlord determines an emergency condition, or has reason to suspect a violation of the terms of this lease, tenant agrees to allow Landlord in unit at any time. Tenant shall also permit the Landlord or its Agent to enter the Premises during daylight hours to show prospective tenants or purchasers during Tenant's occupancy of the Premises if prior appointment is scheduled except no such prior appointment shall be necessary if this Lease has been declared in default or this Lease with Tenant expires within ninety days. Should Landlord enter for the purpose of making an inspection and determines there are any problems with repair, damage, or otherwise, Landlord shall notify Tenant, specifying the existence of such damage, and Landlord shall have the option to repair, clean or otherwise deal with any damaged items and shall invoice the Tenant for any such charges, including a reasonable charge for management overhead as a result of said actions with respect to any other than reasonable wear and tear. Tenant acknowledges that there is joint responsibility with respect to the total unit in which the Premises are located and that Tenant will be possibly liable for damages caused by other residents in the unit subject to this provision and, accordingly, must exercise responsibility to see that the unit is maintained in good order and repair.

7. **SUBLETTING:** This Lease may be subleased **only with prior written consent and approval of landlord** after prospective sub-tenant presents an application and references executed and notarized parental guaranty (if required) and posts an additional security deposit if all original Tenants sublease. If only some of the original Tenants sublease the Premises, then only the original security deposit is required. Both the original security deposit and the sub-tenant's additional security deposit (if applicable) will be held until the end of the Lease term, at which time all security deposits will be returned as herein before set forth. Subleasing does not release Tenant herein from responsibility for the provisions of this Lease. Wall and carpet charges will be divided based on the amount of time spent in the unit by Tenants and subtenants. Cleaning charges will be divided by DBC according to the condition of the unit at both checkouts. There will be a Two Hundred Dollar (\$200.00) administrative charge for subleasing which Tenant agrees to pay in the event of sublease or new lease. DBC Rentals will process a potential sub-leaser, but will not assist in finding a sub-leaser. DBC Rentals will only assist in subleasing after a letter of intent, signed by all tenants on lease, has been received in the office, and the sublease is not valid until all parties involved have signed the sublease form and lease documents.

8. **QUIET ENJOYMENT:** Landlord agrees and covenants that, subject to the provision hereof, the Tenant shall have peaceful and quiet enjoyment of the Premises for the duration of his or her occupancy; provided, of course, that the Tenant complies with the covenants, agreements, and conditions stated herein.

9. **CLEANING PREMISES UPON VACATING:** The Premises has been cleaned by a professional cleaning company before the start of every new lease, and will be professionally cleaned upon departure at the end of the full Lease term. The cleaning charges will be deducted from the Tenants security deposit. Carpets will be professionally steam cleaned with a truck mounted system by Landlord and deducted from Tenant's security deposit. Portable shampoo machines will not be allowed in rental units. Cleaning of the Premises and of the carpet will only be completed when the Lease has ended and all Tenants have left the Premises. The unit will not be cleaned in the case of a renewal or sublease. General cleaning will be a minimum of \$160 for a one bedroom, \$200 for a two bedroom. Minimum carpet cleaning for a one bedroom will be \$160.00, \$200.00 for a two bedroom. Tenant agrees to lock all doors and windows and must follow the check-out procedure sent to the Premises by the Landlord. Tenant will be charged a disposal fee of \$50.00 per bag of trash/piece of furniture left behind in the unit after move out.

10. **CONDITION OF WALLS:** If there are any holes in a wall larger than a 1/2" diameter, there will be a minimum charge of \$100.00 per wall to patch the wall. The following charges apply if there are no holes in the wall. There will be \$75.00 deduction from the security deposit for touch up painting. If there is one full renewal on the unit there is a \$50.00 charge for touch up painting. If there is a second full renewal on the unit there is no charge for normal touch-up to the walls. If there is excessive smoke damage, paint on the walls other than DBC Rentals paint, or other damage on walls, Tenant will be charged to repair and restore the walls.

11. **LIABILITY:** Lessee hereby agrees that lessor and lessor's agents shall not be liable to lessee and/or lessee's family, guests, invitees, servants, and/or others claiming through lessee, for any injury or damage to them and/or their property occurring in or about the premises from any cause whatsoever, even if the cause of the damages and/or injuries is alleged to be the fault of or caused by the negligence or carelessness of lessor and/or lessor's agent.

12. **RULES AND REGULATIONS:** Rules and Regulations, which are attached hereto and incorporated herein by reference, are an important part of this Lease. Essential terms of the Landlord-Tenant relationship are set forth in the Rules and Regulations, and by executing this lease, each Tenant acknowledges that he or she has read and become familiar with the terms of the Rules and Regulations and agree to abide by them. Landlord reserves the right from time to time to make reasonable changes to the Rules and Regulations and, upon notification to Tenants of such change, such new Rules and Regulations shall be deemed as equally binding upon Tenant as if originally attached hereto. **Our interpretation of Lease and Rules and Regulations is final.**

13. **RENTERS INSURANCE:** IT IS REQUIRED THAT EACH TENANT HAS RENTERS INSURANCE AND SHOW PROOF BEFORE ANY KEYS ARE GIVEN OUT. FAILURE TO KEEP INSURANCE DURING THE TERM OF THE LEASE IS SUBJECT TO NON-RENEWAL. Often the parents' homeowner's insurance will cover the student when they are away at school. Your policy must include a Liability component. Proof of this must also be turned into the office before keys will be issued.

14. **UTILITIES:** LANDLORD WILL PAY FOR ELECTRIC, GAS, WATER, SEWER, TRASH, INTERNET.

IF CHECKED THE FOLLOWING APPLY:

Landlord will pay all utility services for the Premises. Any utility bill in excess of the average monthly amount for that style of apartment plus \$20.00 will be charged monthly to the tenant. In the event a window is found open and the temperature outside is less than 50 degrees and the heat is on, or more than 80 degrees and air conditioning is turned on, a \$50.00 liquidated damage will be imposed per occurrence _____

Landlord will pay for Internet services for the unit. Landlord is responsible solely for the payment of the service. Problems with the hardware or software caused by tenants that interferes with the service will not be determined fault of landlord and may cause charges for the tenant to fix it. Internet issues will be addressed during business hours only. \$150.00 per item will be charged for any equipment that is missing/damaged when tenant(s) move out

15. **LEASE TERMINATION:** The lease may be terminated under the following conditions: All tenants on the lease contract must agree to the termination. A termination fee equal to three (3) months' rent must be paid to the leasing office on the date the keys are returned. All paperwork terminating the original or renewal lease term must be signed on or before the termination date. All keys must be returned to the leasing office no later than 4:00 p.m. on the termination date.

16. TENANT, ANY MEMBER OF THE TENANTS RESIDENT’S HOUSEHOLD OR GUESTS;

- Shall not engage in criminal activity, including drug-related criminal activity, on or near the Premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sale, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).
- Shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises
- Will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a Tenant, or a guest
- Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in RSMo 195.202 through RSMo 195.218 at any locations, whether on or near the Premises or otherwise
- Shall not engage in any illegal activity, including prostitution as defined in RSMo 567.020, any criminal street gang activity as defined in RSMo 562.035, harassment as prohibited in 565.090, any crimes against persons as prohibited in Chapter 565 of Missouri Statutes, including but not limited to the unlawful discharge or unauthorized possession of firearms as prohibited in RSMo 571.030 on or near the Premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, the agent or other tenant or involving imminent or actual serious property damage as prohibited in RSMo 569.100 and RSMo 569.120.
- VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND SUBSTANCIAL BREECH OF THIS LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this paragraph shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for termination of the Lease as provided by Missouri Law. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

17. BROKERAGE RELATIONSHIP DISCLOSURE CONFIRMATION:

- Tenant(s) acknowledges that DBC Rentals and all of its affiliated licensees are acting on behalf of owner of the apartment in which the Premises is located as a Landlord's Limited Agent and the source of any commission or payment made to DBC Rentals is from the owner of the apartment, and information given to DBC Rentals by Tenant may be disclosed to the owner. The Tenant and Landlord acknowledge that the DBC Rentals licensee made disclosure of this agency status to Tenant no later than the first showing of the Premises.
- The parties acknowledge, in instances where they were not being represented under a written agency agreement, that they were provided, at the earliest practicable opportunity during or following the first substantial contact with DBC Rentals, a Broker Disclosure Form. Such form was provided prior to the party entering into an agreement for brokerage services with the Licensee or upon the Licensee obtaining personal financial information from the party, whichever occurred first.
- The parties to this transaction understand and acknowledge that DBC Rentals and its affiliated licensees are not experts in matters of the apartment’s physical condition. Please consult the appropriate experts for advice or determinations in that.

18. ZONING DISTRICT AND OCCUPANCY LIMIT: Lessee understands that the premises are located in a C-P zoning district and agrees that: (a) the maximum number of unrelated persons who may occupy the unit is 4, and (b) related occupants must be in compliance with the definition of a "family" contained in Section 29-2 of the Code of Ordinances of the City of Columbia, Missouri. As stated in Rules & Regulations #18, additional charges apply for more people on lease than bedrooms. 2) City ordinance does not prevent the occupancy limitation specified in this lease.

ACKNOWLEDGMENT

TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS LEASE, THE RENTAL APPLICATION AND THE RULES AND REGULATIONS. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS 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 TENANT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE. TENANT ACKNOWLEDGES THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT AND GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS.

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

Landlord

Tenant DATE

Tenant DATE

Tenant DATE

RULES AND REGULATIONS

1. NO keys will be given out unless all security deposits are paid, all parental guarantees returned, proof of current renter's insurance presented for each Tenant on lease, and first month's rent is paid in full.

2. Pets are not allowed in the Premises prior to signing pet addendum and paying a \$350.00 pet fee (\$450 for two animals) which is non-refundable, and does not cover damage caused by the animal. If a pet is found on the Premises, rent shall be double for the day the animal is found, continuing at said double rate until the animal is removed from the Premises. No Pit Bulls, Pit Bull mixes, Staffordshire Terriers, American Bulldog, American Pit Bull Terrier, Cane Corso, Doberman Pinschers, Rottweilers, German Shepards, Chows, Presa Canarios, Alaskan Malamutes, Siberian Huskies, Wolf-hybrids, and/or any dog with a prior bite history are allowed. Covered or extra high side litter boxes are required.

3. All radios, television sets, stereos, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the Premises at any time. Offensive odors, including marijuana, must be contained to your unit. DBC RENTALS RECOMMENDS PURCHASING AN AIR PURIFIER TO HELP PREVENT SMELLS FROM ENTERING NEIGHBORING UNITS. Because of the nature of the apartments, it is understood that offensive noises and/or odors are expressly prohibited. Accordingly, the following shall apply to complaints concerning a Tenant's violation of this rule:

FIRST: A written warning will be issued to the Tenant specifying the complaint that was filed.

SECOND: Upon a second complaint a \$50.00 fine will be assessed and the parent or sponsor signing the Guaranty will be notified.

THIRD AND ADDITIONAL: Upon a third complaint a fine shall be imposed in the amount of \$200.00 and Landlord may, in its discretion, declare the Lease in default.

4. The Landlord acknowledges the right of Tenant to entertain friends and to have parties and guests, but requires that perfect order and tranquility prevail. Tenant, members of Tenant's family and guests shall at all times maintain order in the Premises, the apartment and at all places on the grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents.

5. The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed. Bicycles and such other vehicles shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages or stairs. Although ample parking space is provided for Tenants, this space may prove inadequate at certain times such as when Tenants may be entertaining. Tenant agrees to abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, or in other's assigned spots, park on landscaped areas or otherwise violate parking provisions. Tenant agrees that for such violation of any reasonable parking violation, Tenant's vehicle and vehicle of Tenant's guest may be subject to being ticketed and towed at Tenant's expense.

6. Only Tenant, families and invited guests accompanied by the Tenant, may use the swimming pool and any other recreational facilities, if any, provided by the Landlord. Such persons may use all such facilities only in strict compliance with the rules and regulations posted by Landlord. Anyone within the fence of the pool after the gate has been locked will be arrested for trespassing and prosecuted to the full extent of the law. Tenants or guests reported to DBC Rentals for pouring alcohol in or around pool will be fined \$150.00. If Tenant fails to observe this rule, the Lease may be declared in default, and Lease will be terminated with a 10-day letter to vacate the Premises, as stated in #2 of the Lease

7. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed or taken down. If Tenant installs draperies over the blinds, any damage will be repaired or removed. Nothing shall be thrown out of windows or doors. Tenant must exercise care and caution about leaving windows or doors open during inclement weather. Tenant shall be liable for any damage to interior, including but not limited to paint, drywall, cabinets, carpets, floors or damage to any part of the premises resulting from failure to exercise reasonable care.

8. Locks may not be changed or added without prior written consent of Landlord. Locks and the appropriate keys, and/or chains added must be left in place upon vacating the Premises. Landlord will furnish one apartment door and one mailbox key per Tenant. All keys must be returned to the Landlord upon termination of occupancy or Landlord may impose a \$55.00 charge.

9. Tenant may only flush human waste and toilet paper down the toilet. Tenants shall never flush large wads of toilet paper, paper towels, wipes, fibrous materials, Q-tips, sanitary napkins, tampons, condoms etc. down the toilet. These items are trash and must be placed in the garbage. Cat litter, pet waste, dental floss, hair, grease, oils, and coffee grounds etc., must be placed in the garbage as well, not in the toilet or down the drain. Doing so is considered negligence and will result in damages. Substances such as Drano, Liquid-Plumr, etc. must not be used on toilets or drains. Tenant is responsible to notify DBC Rentals if plunging does not correct the clogged toilet. Never re-flush a full clogged toilet. Water may overflow onto the floor and leak into lower levels. Tenant is responsible for cleaning up any mess associated with an overflow caused by the tenant. Tenant may be held responsible for costs associated to any damage/repair costs caused by the overflow. If maintenance determines the clog could have been cleared by a plunger, the tenant will be charged \$75.00 per occurrence. There will be a \$25.00 charge for anything other than food found in a garbage disposal.

10. Clothing, sheets, etc., shall not be hung from windows, rails, porches, or balconies. All patios, porches and balconies shall be kept neat and clean and will not be used for storage of automobile tires, heavy amount of firewood or other unsightly heavy items. Only outdoor furniture and related patio items may be placed on the outside, and must be on the deck or patio only. No charcoal grills or firepits allowed. Gas grills are allowed but must be placed 10 feet from any structure before being used.

11. All trash and garbage will be placed in sanitary containers in locations designated by the Landlord. There are several dumpsters located around the Premises. Tenant agrees to take trash and refuse to such dumpsters and not to leave it in units or the common areas, hallways, or similar places. Any trash left on porches or patios shall be deemed an eyesore and will be removed with a \$50.00 fee per bag to the Tenant without warning. Littering of cigarette butts will be charged \$20.00 per occurrence without warning. Residents leaving furniture and larger items around unit or in common areas will be charged accordingly.

12. Performing mechanical work on vehicles is strictly prohibited. Parking of motorcycles in any area other than designated vehicle parking is strictly prohibited. Tenant agrees that Landlord has the right to remove and store said vehicle at Tenant's expense. Parking of racecars, junk cars, or storage of any vehicle that is not operable is not permitted. Parking areas are provided by the Landlord as a service to Tenant. Landlord will not be responsible for any damage to any vehicle parked on Landlord's property. Parking of boats, recreational vehicles or commercial vehicles is strictly prohibited. Landlord reserves the right to refuse parking of any vehicle which may endanger life or property. Landlord has the right to remove and store or have removed and stored vehicles which may violate this rule at the Tenant's expense.

13. It is required by Landlord that Tenant obtain renters insurance on their personal property in the Premises in that Landlord's insurance does not cover or insure Tenant's property. Often a parent's homeowners policy covers a student away at school. **Proof of this must also be turned into the office before keys will be issued. Policy renewal documents must be submitted to the office annually.**

14. No gasoline, flammables, explosives, illegal controlled substances or other hazardous substances or toxic materials of any type will be allowed on the Premises at any time whatsoever.

15. If there are any tickets issued for disturbing the peace, Tenant's unit may be subject to non-renewal, and lease may be terminated with a 10-day letter to vacate the Premises as stated in #2 of the Agreement of Lease.

16. DBC Rentals will be responsible for the snow removal of common area sidewalks and parking areas in a reasonable amount of time. Tenants in duplexes or townhomes are responsible for snow removal at their own doorway.

17. Only one person per bedroom, if not related, is allowed in the unit. If an additional person is on Lease, it is understood that \$100.00 additional rent will be charged per month. If DBC learns that additional people occupy the Premises without our knowledge, \$100.00 will be charged each month an additional tenant is present.

18. Tenant will be held responsible for excessive yard damage caused by driving over grassy areas surrounding unit and parking areas.

19. Renewals are mailed to the address on this lease. Tenant may be subject to non-renewal if there is more than one late payment or NSF during the term of the lease or for failure to maintain current renters' insurance. Renewals will be due back by the date designated on the renewal of lease. Without a signed renewal by the designated date, the unit will not be guaranteed for the following renewal year.

20. Permanently installed security systems are only allowed with written approval from DBC Rentals and DBC Rentals MUST have access to the unit. Ring cams or similar products are not considered security systems, but they may not be permanently mounted; i.e. no holes drilled in to doors, doorframes, trim, exterior walls, etc.

21. Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall in its judgment determine to be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order, comfort and benefit of residents in general and for the efficient operation of the apartment community. Landlord is responsible for notifying all Tenants of impending rule changes prior to enforcement of said changes. **Our interpretation of all Apartment Community Policies and guidelines is final.**

22. Tenant is responsible for picking up all animal waste created by their animal. There are pet stations available on the grounds. Tenant may be fined \$50.00 per occurrence if DBC Rentals is required to clean up after Tenant's pets.

23. Smoke damage to the unit, from tobacco, candles, marijuana, etc. will result in damage/cleaning fees beyond the standard general cleaning fee. This could include, but not limited to, duct cleaning, ozone machine usage, odor neutralizing sealant/paint and carpet replacement.

24. Fire extinguishers/mounts will be left in their designated place in the kitchen. Moving or removing the City of Columbia required fire extinguisher will result in a \$50 charge.

25. Charging electric vehicles (EVs) using any interior or exterior outlet at any DBC Rentals property is strictly prohibited. EV charging draws a significant amount of electricity and can cause your unit to exceed its average electrical usage, resulting in overages and additional charges. Exterior outlets at our properties are not connected to dedicated breakers and may overload the GFCI system, creating a risk of power disruption or damage. In addition, running extension cords to a vehicle presents a serious safety hazard, including immediate tripping risks for yourself and others on the property, as well as the potential risk of electric shock or electrocution.

SECURITY DEPOSIT

DEDUCTIONS FROM SECURITY DEPOSIT WILL BE MADE FOR:

The cost of all material and labor for cleaning the Premises and making repairs, wall charge, all delinquent payments and fees, and all rental income lost as a result of Tenant vacating the Premises prior to the termination of his or her Lease.

Damage to property, appliances, carpet, blinds, and floor coverings.

If this Lease is renewed without all original Tenants, those Tenants who are not renewing will be charged for cleaning, carpet cleaning, and damage to the unit proportional to the number of Tenants on the original Lease.

General cleaning will be a minimum of \$160.00 for a one bedroom, \$200.00 for a two bedroom. Minimum carpet cleaning for a one bedroom will be \$160.00, \$200.00 for a two bedroom

The deposit will be refunded by check mailed to a forwarding address furnished to Landlord by Tenant.

Security Deposit refunds **CANNOT** be picked up at the office. The security deposit **CANNOT** be applied to the last monthly rental or any other rent payment. Security deposits **CANNOT** be transferred from one DBC Rental Premises to another. Tenant will be required to put down an additional security deposit for the new Lease, and Tenant's original security deposit will be refunded per the terms of this Lease.

Tenant

Date

Tenant

Date