

SAMPLE LEASE

Rent is payable at and service of process is at Landlord's address. Rent is due and payable on the first day of each month (see late fee schedule in Non Standard Rental Provisions attached). Utility charges included are different at each Eastmore Property.

RENEWAL OF LEASE TERMS: The renewal of this lease is automatic and tenancy beyond the term hereof shall be on a month to month basis under the terms and conditions of this lease with the proper notice to vacate. Tenant and Landlord agree that a proper notice to vacate is a written two (2) full calendar months notice properly served by Tenant and received by Landlord on the First day of the month two months prior to the lease expiring. Should Tenant give Landlord a notice for a period shorter than two full calendar months or with a vacate date during the term of the lease that notice will be an improper notice. Should tenant vacate the premises prior to the end of normal period and not pay rent for the entire normal notice period, landlord will make reasonable effort to re-rent the premises including installing a sign on the building, receiving telephone calls, showing the premises and receiving and reviewing rental applications. According to 704.29 (2) allows landlord to recover "all reasonable expenses of listing and advertising incurred in re-renting and attempting to re-rent". Tenant shall not assign nor sublet the premises or any part thereof.

SECURITY DEPOSIT: Landlord will hold Tenants security deposit. This deposit, less any amounts withheld, will be returned by mail to Tenant's last know address within 21 days after the Tenant vacated the premises. If any portion of the deposit is withheld Landlord will provide an itemized statement describing any damages and accounting for any amount withheld. Failure to return the deposit or a statement of the deductions within the 21 days will result in the waiver of any claim against the deposit. The reasonable cost of repairing any damages caused by Tenant, normal wear and tear excepted, will be deducted from the deposit. Tenant has 7 days after beginning of the lease term to notify Landlord in writing of damages or defects in the premises. No deduction from tenants security deposit shall be made for any damages or defects of which notification is given. Landlord will give tenant a written description of any damages charged to the previous tenant's security deposit, if requested in writing. It is agreed that no interest shall accrue to the tenant on the security deposit and that the security deposit need not be retained in any trust fund, but may be co-mingled with the assets of the landlord/lessor and used in its operation. Tenant may not use the security deposit as payment of the last month's rent.

TENANT TO VACATE-DAMAGES ON FAILURE TO VACATE: Tenant agrees to vacate the premises at the end of the lease term or the extended lease term and promptly deliver the keys to Landlord. Failure of tenant to vacate as agreed may cause landlord and new tenant substantial damages. Tenant may be subjected to substantial money damages, the minimum according to state law, shall be twice the normal rent. Actual damages may be much larger. Tenant agrees and understands that time is of the essence as it relates to vacating.

LANDLORD'S RIGHT TO ENTER, WITH OR WITHOUT NOTICE TO TENANT: Landlord may enter the premises at reasonable times and with a 12 hours notice, with or without tenant's permission to inspect the premises, make repairs, show the premises to prospective tenants or purchasers or to comply with any applicable law or regulation. Landlord may enter with less than 12 hours notice advance upon specific consent of tenant. No advance notice is required for entry in a health or safety emergency or where entry is necessary to preserve and protect the premises from damage in tenant's absence.

ABANDONMENT OF PREMISES AND PERSONAL PROPERTY BY TENANT: If tenant shall abandon the premises before the expiration of the lease term, landlord shall make reasonable efforts to release premises and shall apply any rent received, less all costs, including advertising, to the rent due or become due on this lease and tenant shall remain liable for any deficiency. If tenant is absent from the premises for three successive weeks without notifying landlord in writing of such absence, landlord at landlords sole option, may deem the premises abandoned. If tenant shall leave any property after vacation or abandonment of the premises, tenant shall be deemed to have abandoned the property and landlord shall have the right to dispose of the property as provided by law.

TENANT'S OBLIGATION, RULES AND USE OF PREMISES: To use for residential purposes only by tenant and those persons listed on the rental application. Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the building of which they are part. Not to use or keep in or about the premises anything which would adversely affect the coverage of the premise or building of which they are part under a standard fire and extended insurance policy. Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the premises are located. Not to keep in or about the premises any Pet. To obey all lawful, orders, rules and regulations of all governmental authorities. To keep the premises in clean and tenantable condition and in good repair as at the beginning of the lease term, normal wear and tear excepted. If obligated to pay for heat for the premises, to maintain a reasonable amount of heat in cold weather to prevent damage to the premises, and if damage results from tenant's failure to do so, shall be liable for this damage. Not to paint, decorate, attach, exhibit or display in or about the premises any sign or placard. Not to apply any contact paper or adhesive devices to any surface in the premises. Not to drive nails, tacks, screws or any fasteners on or into any ceiling, floor or woodwork. Not to attach or affix anything to the exterior of the premises of the building.

GUESTS AND NEGLIGENCE: Not to permit any guest or invitee to reside in the premises for any period exceeding one week without prior written consent of Landlord. To be liable for all acts of negligence or breaches of this lease by tenant and tenant's guests and invitees.

BREACH OF LEASE: Should tenant neglect or fail to perform and observe any of the terms of this lease, landlord shall give tenant a written notice of such breach requiring tenant to remedy the breach or vacate the premises on or before a date at least 5 days after the giving of the notice, and if tenant fails to comply with such notice, landlord may declare this tenancy terminated and institute action to expel. Tenant from the lease premises without limiting the liability of the tenant for the rent due or to become due under this lease. If tenant has been given such a notice and has remedied the breach or been permitted to remain in the premises, and within one year of such previous breach, tenant commits a similar breach, this lease may be terminated it, before the breach has been remedied. Landlord gives notice to tenant on or before 14 days after the giving of the notice.

DAMAGE BY CASUALTY: If the premises are damaged by fire or other casualty to a degree which renders them untenable, tenant may terminate the lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the premises and if repairs are not made this lease shall terminate. If the premises are damaged to a degree which does not render them untenable landlord shall repair them as soon as possible.

LIABILITY OF EACH AND EVERY (MULTIPLE) TENANTS: All tenants, if more than one shall be jointly and severally liable for the full amount of any payments due under the lease and for the fulfillment of all of the terms and conditions of this lease.

NO WAIVER: Acceptance by lessor/landlord by one or more delinquent payments or rent or other charges does not constitute a waiver by the landlord of that default or any other default under this lease, nor shall any waiver of any breach or default be claimed or pleaded by tenant to excuse any future breach or default, including failure to make timely payment of rent.

STANDARD LEASE RIDER

1. Tenant and landlord agree that a proper notice to vacate is a written two (2) full calendar month notice properly served by tenant and received by landlord on the first day of the month, two months before the expiration of the lease. The following two months is the normal notice period. Landlord shall give tenant a two full calendar month notice to increase rent.
2. Should tenant give landlord a notice for a period shorter than two full calendar months, that notice will be an improper notice. Should tenant vacate the premises prior to the end of the normal period and not pay rent for the entire normal notice period, landlord will make reasonable effort to re-rent the premises including installing a sign on the building, placing an ad in the newspaper, receiving telephone calls, showing the

- premises and receiving and reviewing rental applications. According to 704.29 (2) allows landlord to recover "all reasonable expenses of listing and advertising incurred in re-renting and attempting to re-rent.
3. Should tenant give landlord an NSF check for a second time, all successive payments will be made by money order or certified check.
 4. Tenant is required to have carpeting or rugs on the varnished hardwood floors in the living room, dining room, bedroom(s) and hallways to cover and protect normal traffic areas. Tenant may not smoke in the rental unit, unless tenant provides a smoke eater in the apartment home and uses it at all times. If less term is shorter than six months, tenant may not hang or affix anything to or on any walls, doorway or woodwork in the apartment home.
 5. Tenant may not have a waterbed in the apartment.
 6. Laundry equipment may not be used or installed in the apartment or any common area of the building, unless authorized by the landlord.
 7. Tenant may not use the security deposit for any portion of the last month's rent.
 8. Tenant agrees to pay a pro-rated amount, as rent, for occupancy prior to the first day of the lease. This pro-rated rental does not apply to occupancies, which extend beyond the expiration of the lease term. See #11 below.
 9. Tenant agrees not to paint any surface in the apartment without written permission of the landlord. No adhesive picture hangers or other devices may be used in the unit. Contact and wallpaper are also prohibited.
 10. Tenant accepts full responsibility for any and all damages to the premises, locker storage area and all other common areas including parking spaces which have been caused directly or indirectly by tenant or tenant's guests during the term of the lease. Such damages exclude normal wear and tear. Tenant agrees to supply landlord with a written statement of condition of the premises within seven days of initial occupancy, on the inspection form provided tenant by landlord at move-in.
 11. When vacating the premises, tenant agrees to schedule both a preliminary move-out inspection and a final move-out inspection with landlord or manager to assess damages and cleanliness. Tenant or tenants authorized agent, must be present at the time of both inspections. Should the premises, appliances, carpeting/ floor, storage locker and parking space not be in satisfactory condition at the time of final move-out, tenant accepts full financial responsibility for professional contract cleaner services including, but no limited to base job rates, travel charges, special overtime/ weekend, holiday or rush cleaning rates or other such charges necessary to assure a proper, clean and timely presentation for the premise to the subsequent tenant. In the even the final move-out inspection begins after 12:00 noon on the day of the expiration of the lease due to delays on the part of the tenant, the tenant becomes a holdover tenant and is liable for double rent in accordance with the state regulation 704.27
 12. Tenant and landlord agree that the tenancy and occupancy as agreed to in the lease, expires on 12:00 noon on the final date of the lease term or extended lease term.
 13. All charges accruing under the terms of the lease and the rider including any late payment fees, unpaid rent, cleaning expense and other fees will be deducted from tenants security deposit with any overages to be billed directly to tenant.
 14. Should any damages be caused by tenant or his invitees/ visitors/licenseses prior to vacating, landlord may deduct the cost of repairing such damage from tenants security deposit immediately upon completion the repair. Tenant must then replenish the security deposit in a like manager. If the security deposit is not replenished, the amount due for repairs becomes collectable as addition rent and landlord may pursue collection accordingly.
 15. All personal property kept, stored or maintained within the premises, parking area and storage locker by the tenant shall be at tenants sole risk and landlord shall not be held liable to tenant for any loss or damage to personal property of tenant. Tenant is strongly encouraged to secure renters Insurance.
 16. Between annual battery replacements, maintain a serviceable battery in detector. If, during annual inspection by landlord, no battery is found in smoke detector, tenant agrees to pay a \$15.00 fine.
 17. Test detector battery regularly and report other problems to landlord.
 18. Tenant may not change any locks on the apartment door. The costs to have locks changed to a master lock will be charged back to tenant.
 19. During the initial move in landlord will provide to tenant a fuse and show tenant how to change. It is the tenant's responsibility to buy and change all fuses for the apartment. Maximum of 15 amp fuses shall be used in apartment circuits and maximum of 25 amp fuses shall be used in electrical main circuits.

Non-Standard Rental Provision

As part of the rental agreement (composed of rental application, the lease with standard lease rider and such other supplementary documents as the parties executed. Tenant must initial each provision below. The undersigned tenant agree to the following chares and costs which may be assessed against the security deposit:

1. Tenant(s) agrees to pay landlord, as additional rent, a late payment charge of \$50.00 beginning the 4th day of the month. Rent is due on the 1st day of the month. The 2nd and 3rd days of the month are grace periods, on the 4th day of the month, a \$50.00 late fee is charged.
2. Tenant shall pay to landlord, as additional rent and expense reimbursement, a service charge of \$25.00 for any check that is returned to landlord marked NSF-Non Sufficient Funds. Furthermore, the late payment charges will accrue until the check's worthiness is ascertained and the check is redeposit.
3. Should Tenant give Landlord an NSF check for a second time, all successive payments will be made by money order or certified check.
4. Should tenant need landlord to unlock the premises because of lost, forgotten or misplaced keys, tenant shall pay to landlord \$25.00 for service needed during normal business hours and \$45.00 after business hours or on weekends.
5. During the heating season all storm windows must be kept closed. A charge of \$10.00 per day, per open storm window will be levied against the undersigned.
6. Tenant will be responsible for the following minimum charges for cleaning and repairs that will be required should tenant fail to clean/maintain the apartment properly during tenancy:
Painting of the whole apartment \$450.00 Cleaning entire apartment \$20/hour, Kitchen: Clean Range \$75, Clean Refrigerator \$75, Clean cabinets \$45, clean floor \$35, Paint walls & ceiling \$150, Bathroom: Clean Shower walls/ faucet \$35, Clean bathtub \$25, Clean toilet \$25, Clean basin/ counter, faucet, vanity \$25, Clean medicine cabinet \$25, clean floor \$25, General: replace burned out or missing light bulbs \$4/each, Vacuum/shampoo carpet \$.20 per sq. ft (minimum service call \$50), replace missing keys \$10, repair window screens \$25, replace window screens \$45, repair windows \$50, sweep/clean hardwood floors \$20, clean baseboards \$15, clean storage locker floor \$25/hour, labor for additional cleaning \$25/hour, lock change \$50 Any unreturned key will require a lock change for reasons. All labor costs involved for the above items will be charged at the prevailing Union Labor Contractor Costs or \$25 per hour, whichever is less. Paint used in above items will be charged at \$16/gallon. I understand that if I fail to properly clean my apartment upon departure, I will be charged the above charges (or higher actual costs of repair if applicable) I am aware that I have 7 days after occupancy to notify Lessor in writing of any damage or needed repairs which existed prior to occupancy and may request in writing a list of physical damages or defects is any, charged to the previous tenants security deposit.