RedBird Homes LLC
Lease Agreement

1. NAMES & CONTACT INFORMATION OF LANDLORD & RESIDENT:

LANDLORD (Hereafter referred to as "Landlord"): RedBird Homes LLC

CELL/TEXT: (574) 334-7778 **OFFICE:** (574) 834-9129 **EMAIL:** Matt@RentRedBird.com

RESIDENT(S) (Hereinafter referred to as "Resident"):

RESIDENT 1:_____

BIRTHDAY:_____/_____/_____ **SOCIAL:** _____-_____-_____

PHONE NUMBER:_____ **EMAIL:** _____

RESIDENT 2: _____

BIRTHDAY:_____/_____/_____ **SOCIAL:** _____-_____-_____

PHONE NUMBER:_____ **EMAIL:** _____

Child 1: _____ **Child 2:** _____

Child 3: _____ **Child 4:** _____

2. LEASED PROPERTY:

ADDRESS: _____ **Apartment:** _____

CITY: _____, **STATE:** _IN_ **ZIP CODE:** _____

Landlord & Resident enter into a legal, binding contract, including the terms contained herein. The Landlord rents to the Resident & the Resident rents from the Landlord, the real property and all fixtures/improvements (collectively, the "Premises"). Residents accept the Premises "As Is" with no additional promises that are not outlined in this Lease Agreement. **DETACHED GARAGES ARE NOT A PART OF THE PREMISES OR INCLUDED IN THE LEASE**.

3. TERMS OF LEASE:

BEGINNING DATE: _____ **RENEWAL DATE:** _____

THE TERM: The lease shall commence on the Beginning Date at 12 Noon ET & end on the Renewal Date at 12 noon ET. The lease shall CONVERT to a MONTH-TO-MONTH lease automatically, unless either party gives the other party written notice of non-renewal at least 30 days in advance of the renewal date. **THE LAST MONTH SHALL NOT BE PRORATED.**

4. RENT:

RENT: Rent shall be **$**_____**.** Residents shall pay monthly installments to the Landlord, on or before the 1st of each month effective _____.

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FORMS OF PAYMENT: All rent must be paid through the Resident Portal. We offer ACH via your Bank, Cash App, & Chime, Cash Payments via Western Union, & Debit/Credit payments. The processor charges fees depending on the method used. We do not collect these fees, & you should be aware of the total fee amount that will be charged. _____ **(initial)**

LATE FEE: A Fee of $100.00 will be added if rent isn't paid in full before the 4th of the month.

ALLOCATION OF PAYMENTS RECEIVED: All money received from the Resident is first applied to any past-due balance on the Resident's account, including unpaid rent, late fees, deposit shortage, unpaid damages, charges or fines, or utility charges that the Resident is responsible for. If the balance of money received is not enough to cover the current rent by the first, an additional rent late fee will be charged to the Residents account.

CHRONIC LATE PAY: The landlord may terminate this lease if the Resident is chronically late. Chronic late payment is defined as owing any amount of rent after the 3rd of the month, two or more times in twelve months. _____ **(initial)**

INSUFFICIENT FUNDS: Returned payments incur a $35 NSF fee plus applicable late fees.

All unpaid late fees, NSF fees, damages, penalties/fees, fines, citations, liens, etc., will be added to the Residents' account and considered "additional rent". All monies received will be applied to the outstanding balance, and late fees will be applied to any unpaid balance. Any unpaid balance will be considered unpaid rent and grounds for eviction.

LATE OR PARTIAL PAYMENTS: Acceptance by the Landlord of any late or partial payment shall not change the due date or amount of required payment & shall not relieve the Resident from the obligation to pay the balance of the rent and any applicable late fees or costs, & shall not negate the Landlord's right to continue legal action after receiving late or partial payment.

PROPERTY MANAGERS ARE NOT ALLOWED TO ACCEPT CASH FOR ANY REASON.

5. MONEY OWED AT MOVE-IN:

RESIDENT SHALL PAY THE AMOUNTS SHOWN BELOW:

1st Month's Rent = Daily Rate of $_____ X _____ $_____

Additional Monthly Charges of $_____ For: _____ $_____

Holding / Security Deposit: $_____

Non-Refundable Pet Deposit: $_____

Total Required Payment: $_____

SECURITY DEPOSIT: The security deposit shall secure the performance of the Resident's obligations hereunder. The landlord may, but shall not be obligated to, apply all portions of said deposit on account of the Resident's obligations hereunder. Any balance remaining upon termination shall be returned to the Resident. **RESIDENTS SHALL NOT HAVE THE RIGHT TO APPLY THE SECURITY DEPOSIT TO THE PAYMENT OF THE LAST MONTH'S RENT**.

DEPOSIT REFUNDS: The balance of all deposits shall be refunded after possession is delivered to the Landlord and the premises are restored to their condition at move-in, together with a statement showing any charges made against such deposits. Residents must provide the Landlord with a mailing address in writing & proof of payment in full for all utility bills. If the Resident meets the above requirements, they will receive their deposit back within 45 days.

6. UTILITIES: PAID BY RESIDENT _____ OR LANDLORD _____

Utilities must be put in the Residents' names, & provide proof must be provided to the Landlord prior to receiving keys. Upon termination, Residents agree to leave utilities on for 3 additional days after turning in keys to the Landlord for inspections of the premises.

Should any part of the premises fail or break, Landlord is responsible only for the repair of the structure and mechanicals, not the utility bill. For example, a water leak goes undetected or unreported and creates a high water bill – the water bill is the responsibility of the Resident.

7. INSURANCE COVERAGE:

The landlord **REQUIRES** that Residents obtain and keep renters' insurance in full force during the full term of the Lease. Should the building become uninhabitable, the Landlord is not responsible for supplying alternate housing or alternate storage. _____ **(initial)**

Resident acknowledges that the Landlord's or owner's insurance policy covers the structure only and does NOT cover Resident's personal property, such as furniture, appliances, computers, TVs, clothing, **food**, etc. Furthermore, the Landlord or owner is NOT liable to claims because of the Resident's actions, failure to carry renters insurance, or negligence or loss or damage to personal possessions due to fire, theft, rain, smoke, wind, flood, water, pipe leaks, or acts of others. Nor will the owner or Landlord be held liable for such losses. Residents assume all liability for personal injury, property damage or loss, and insurable risks except for those caused by the Landlord's negligence.

Damage to persons or property caused by malfunctions or conditions of the building, structure, appliances, mechanicals, trees, weather, etc, will not be reimbursed by the Landlord or owners. This includes refrigerators, furnaces, heat sources, air conditioners, food, clothing, linens, antiques, furniture, electronic equipment, mold, mildew, rust, corrosion, water stains, warping, discoloring, rotting, swelling, etc. _____ **(initial)**

8. OCCUPANCY:

KEYS: The Landlord is providing _____ key(s) to the Resident for the premises. The Resident accepts that the Landlord will keep an extra key for security & emergency purposes. A $150 fine will be incurred if the Resident changes the locks. If the Resident needs to change locks (divorce, lost keys, etc.), the Landlord must be contacted first, and the Resident must pay the Landlord for any incurred costs. If the Resident misplaces their keys, there will be a $75 trip charge, plus any additional costs to unlock the door to the premises, at the Landlord's convenience.

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RESIDENTS INCLUDE: All adults over 18 years of age, plus their children, listed above. In addition, any visiting children, stepchildren, etc., must be listed under Residents above. Only persons listed above may occupy the Premises. Sublets, transfers, or assignments of this Lease are a violation, and the Landlord may terminate this Lease Agreement.

GUESTS: Persons staying more than 14 days in a calendar year without the Landlord's written consent shall constitute a violation of this agreement, and the Landlord may terminate this Lease Agreement. Visitors must abide by all policies.

NEW OCCUPANTS: Spouses or roommates must submit an application and be approved before occupying the Premises. In the case of a spouse who was not listed on the original application, that spouse must complete an application and be approved prior to occupancy. Occupancy, approved or not, assumes legal and financial responsibility for the property and lease. The Landlord may terminate this Lease Agreement for violation of this policy.

ROOMMATES: Even if a person moves out, they are still on the lease and responsible for the rent, cleaning, and damage. The landlord will not settle disputes between roommates. Security deposits stay with the home until all persons have vacated.

DIVORCE / BREAKUP: The landlord is not responsible for changes in the Residents' personal lives. The lease continues even if someone moves out. We do NOT remove them from the lease. One person can receive official notices on behalf of all leases.

JOINTLY AND SEVERALLY: It is expressly understood that this agreement is between the Landlord and each signatory jointly and severally. The term "jointly and severally" means that each adult named on the lease shall be responsible for the timely payment of rent and performance of all other provisions of this agreement, no matter what the other signers may do. All adult occupants must complete an application & will be added to the lease if approved.

PHYSICAL POSSESSION: The Landlord shall not be liable for damage caused thereby if unable to deliver possession of the premises at the commencement hereof. Residents may void the Lease Agreement if possession is not delivered within 30 days of commencement.

RESTRICTIONS: The Premises shall be used exclusively for residential purposes and only by the Residents. No businesses, daycare, manufacturing, mechanical work, auto bodywork, animal breeding, etc., are allowed in or on the premises.

DEATH, INCAPACITATION, INCARCERATION: In the event of the Residents' death/incapacitation/incarceration or the death/incapacitation/incarceration of all authorized occupants over the age of 18, the Landlord may immediately secure the property as needed.

The landlord will attempt to contact persons listed on the EMERGENCY CONTACTS page. If no person can pay rent or utilities, care for the property, or remove belongings within 7 days, the Landlord shall dispose of all perishable or items of no value immediately. Non-perishable items may be obtained by the Emergency Contact. Resident or his/her estate shall pay all costs related to the packing, cataloging, storing, and transporting of Resident's belongings, in addition to any legal or court costs of the Landlord associated with Resident's items. Resident authorizes Landlord to sell said items to pay any outstanding balance.

ABANDONED PROPERTY: Premises and personal property will be considered abandoned when all of the following take place:

- Rent is 4 days past due
- The Landlord has posted an Abandoned Property Notice on the door
- The Resident fails to respond to telephone calls or texts, or the phone numbers provided by the Resident are disconnected
- Resident fails to respond to official written notices from the Landlord or the local government delivered by USPS, or posted at the home
- In the event the Landlord deems that the Resident is not responding and the property is abandoned, the parties agree that the Landlord may take possession of the premises and dispose of the remaining personal property at the Landlord's discretion. Items remaining after an eviction or vacating will be considered abandoned and disposed of without liability to the Landlord. If it's valuable to you, take it with you.

DEFAULT: If Resident shall fail to pay rent when due or fail to abide by the terms of this lease, Landlord may terminate all rights of Resident hereunder, unless, within said time, the Resident shall cure such default. If the Resident abandons while in default, and the Landlord reasonably believes the Resident's personal property left on the premises has no value, it may be discarded. All property on the premises shall be subject to a lien for the benefit of the Landlord, securing the payment of all sums due, to the maximum extent allowed by law.

In the event of a default by Resident, Landlord may elect to continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or at any time, terminate all of Resident's rights hereunder and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, lost rents during vacancy due to Resident's failure to comply, and including the worth at the time of such termination.

HOLDING OVER: Holding over after the expiration of this lease, without the consent of the Landlord, shall constitute an automatic daily fine. The last day of the lease period is designated as NOON local time on the specified day. Any holding over will be billed at $200 per day due to costs and inconvenience incurred by multiple parties – the Landlord, cleaning crew, paint or repair crew, marketing, the new Resident, his/her moving crew, and truck rental, etc.

If the Resident does not peacefully vacate after the Landlord's final notice, this lease becomes a daily rent lease, taking on the same rights as a hotel, enabling the Landlord to remove any personal property and have the persons arrested for trespassing and/or theft of services.

SERVICE MEMBERS' CIVIL RELIEF ACT: If Resident enters into military service or is a military service member and receives military orders for a change of permanent station or to deploy with a military unit or as an individual in support of a military operation for a period of 90 days or more, Resident may terminate this Lease Agreement by delivering written notice and a copy of Resident's official military orders to Landlord. In such a case, this Lease Agreement shall terminate 30 days after the next monthly rental payment is due. Military permission for base housing does not constitute a change of permanent station order.

EARLY RELEASE: Should the Resident desire to move out prior to the end of the lease term, the Resident may pay a one-time fee equivalent to 2 months' rent to end the lease early and be released from any further rent obligation. However, the Resident must still:

- Give a 60-day advance notice
- Pay rent up through the month of departure
- Pay any unpaid fees or obligations

Return the property in pre-move-in condition (any damages will be charged).

Move-Out: The Landlord shall have the right during the last thirty days of the term to show the premises to prospective applicants, and during the last ten days of the term, the Resident shall give reasonable access to the leased premises in order to make repairs or decorate the same for the incoming Resident, should it deem this action necessary. _____ **(initial)**

RENEWING YOUR LEASE: If a Resident would not like to renew their lease but does wish to stay, the Resident will be assessed a month-to-month fee of $100 on top of their rent. All month-to-month leases will be re-evaluated every 6 months.

PETS: NO PETS ALLOWED ON THE PREMISES WITHOUT A SIGNED PET ADDENDUM.

9. ENTRY & INSPECTION

Landlord shall have the right to enter the premises with reasonable notice of 24 hours or more, except in the case of emergencies, which may be less than 24 hours. **WE WILL NOT ASK PERMISSION**; however, we will accommodate the Tenant's schedule if possible. If the Landlord reschedules, the date must be within one week of the original date. Entry may be for, but not limited to:

- In case of emergency/safety checks
- For pest control purposes
- To make necessary or requested repairs, deliveries, alterations, or improvements
- Exhibit the premises to prospective buyers, appraisers, workmen, or inspectors;
- When the Resident is non-responsive or phones have been disconnected, the Landlord suspects the Resident may have abandoned or surrendered the premises.
- To provide law enforcement access
- For annual or random inspections of the premises or other reasonable reasons.

Residents agree to allow entry for Inspections, periodic preventive maintenance, and safety inspections by the Landlord or its agents or contractors. Inspection may include the taking of photos of the interior and exterior of the home to document its condition. _____ **(initial)**

If the inspection finds lease violations or cleanliness issues, Residents will be notified in writing and given 7 days to remedy them. Residents are required to send a photo to the Landlord to demonstrate proof of completion. If not remedied to the Landlord's satisfaction, the Landlord will send in their own crew and add the bill to the Resident's Resident Portal.

ENTRY BY SERVICE PERSONS: Submitting a service request is considered permission to enter during reasonable business hours. Abusive treatment toward service personnel, such as

foul language or threats, will be considered a lease violation. Certain requests are considered high priority and automatically grant immediate permission to enter.

If an appointment has been arranged and the Resident is not present to allow entry or refuses entry, a trip charge of $75 shall be billed to the Resident's Resident Portal. _____ **(initial)**

10. CARE FOR THE INTERIOR OF THE PREMISES

Residents acknowledge that the premises are in good working order unless the Resident provides photo/video evidence via the Resident Portal. Any repairs must be submitted to the Landlord via the Resident Portal within 14 days of possession of the Premises. Verbal notice, text message, email, or voicemail is not acceptable. Residents have examined the Premises & agree they are compatible with their health issues. _____ **(initial)**

ALTERATIONS: Residents shall not paint, redecorate, or make alterations to the premises without the prior written consent of the Landlord or face a $250 fine per room plus repair costs.

BASEMENTS: No basement is guaranteed "dry" by the Landlord. Even if the basement appears dry, there may be excess ground moisture. Place stored items off the floor on waterproof blocks. Cardboard boxes stored in a basement will absorb moisture from the air. The landlord is not responsible for anything that gets wet in the basement. _____ **(initial)**

CLEANLINESS: Resident shall maintain the premises in a clean & sanitary manner, including all appliances and furnishings therein, at their own expense, and at all times, and shall surrender the same, at termination hereof, in as good a condition as received, ready to re-rent.

DRAIN CLOGS: All drains & sewer lines were functioning properly at move-in. Residents are responsible for basic housekeeping, which includes keeping drains free of hair & grease. Using screen traps & a grease can in the kitchen to collect grease will prevent clogs. A clog at the sink or toilet is the responsibility of the Resident. We suggest a tool called ZIP IT to remove hair & clogs. A good plunger or snake can unclog a toilet. These are tools every household should have for basic housekeeping.

The ONLY items that should go in a toilet are what you already ATE & toilet paper. Please keep this in mind with small children who like to experiment with the toilet. Since all drains & sewer lines are functioning at move-in, the only clogs or blockages covered by the Landlord are those resulting from defective plumbing, tree roots, or acts of nature. Tenant must submit proof from the plumber that the issue is the Landlords responsibility. _____ **(initial)**

INDEMNIFICATION: The landlord shall not be liable for any damage or injury to Resident, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof. Residents agree to hold Landlord, Landlord's agents, suppliers, and repairmen harmless from any claims for damages, no matter how caused.

PICTURE HANGINGS: Wall pictures must be mounted with 1" brad-style nails (very thin). If the wall is grooved paneling, the nails must be placed in the grooves. Nothing permanent or semi-permanent is to be attached to the interior or exterior of the building – this includes brackets, shelving, cabinets, hooks, wall systems, etc. The exception is wall-mounted TVs. These must be mounted to the studs. The Resident is responsible for repairing the wall at

move-out. Posters should be mounted with thumbtacks. **NO TAPE!**

NORMAL WEAR AND TEAR: This is defined as the long-term effect on an item over its normal lifespan, under normal use, for what it was normally intended, with normal care and maintenance, due to sunlight, residential foot traffic, and the effects of aging.

Non-normal wear is considered damage and includes stains, scratches, gouges, rust from metal items, melted spots, nicotine film, odors, animal digs in dirt or flooring, excessive wear, spots or drawings by marker, crayon, pencil, lipstick, nail polish, makeup, nail holes, screw holes, damage to walls or paint from shelves or brackets, marks from gasoline, oil, tire marks, grease, tape, rub marks, hand oil or hair oil on walls, breakage of glass, neglect, misuse, etc.

If something can be cleaned or repaired, this is not normal wear and tear. Carpets should last 10 years, paint 12 years, and appliances 20 years.

DAMAGES TO PREMISES: Resident shall be responsible for damages caused by his negligence and/or caused by other people, invited or uninvited. Example: The neighbor's baseball breaks your window. Residents are responsible for repairs. Residents may settle up with the baseball player.

REPAIRS: Residents are to report maintenance issues **immediately** and be available for the Landlord to make repairs or provide a remedy within 14 days, with extra time for weekends & holidays, except for emergencies. An emergency is defined as something causing active damage to the premises or a potential health or safety issue. The Landlord is not responsible for reimbursing, deducting rent, or in any other way paying vendors whom Residents hire without prior written permission. _____ **(initial)**

The landlord is not responsible for the personal items or health of the Residents, family, and guests. The landlord is not legally allowed to review an applicant's health condition and, as such, is not responsible for the Resident's health condition during residency.

TEMPERATURE: During the winter season, Residents agree to maintain the heat in their homes at a maximum of 75 degrees. Furnaces are not built to sustain hotter temperatures than this, which will result in the furnaces breaking down. If residents are negligent in this regard, they are responsible for the cost of repair. At the same time, Residents agree to maintain the heat in their home at a minimum temperature of no less than 55 degrees, sufficient to protect the pipes and water facilities from damage by freezing. If Residents neglect this, they are responsible for the cost of repairing any and all damages. _____ **(initial)**

11. CARE FOR THE EXTERIOR OF THE PREMISES:

CONDITION AND REPAIR: The Resident agrees at his own expense to keep the premises, including, but not limited to, the yard and shrubbery, in the same condition as at the beginning of the Lease and to pay for any damage incurred or replacement needed.

The following items shall be the responsibility of the Resident:

- Lawns shall be maintained adequately by mowing and trimming shrubbery regularly as needed. Resident to provide any equipment necessary to maintain the lawn and grounds, including replacement of any broken or non-functioning sprinkler heads.
- No distracting objects shall be visible to neighbors or allowed on the property, including, but not limited to, trailers, campers, buses, trucks, or any inoperable vehicles. Vehicles are not to be driven on the lawns or in any area other than parking areas or driveways, and the cost for removal of stains on the driveways will be at the Resident's expense.
- Damage caused by rain, hail, or wind as a result of leaving windows or doors open, or damage caused by the overflow of water or stoppage of waste, breakage of glass, damage to screens, and deterioration of landscape and lawns, whether caused by abuse or neglect, is the responsibility of the Resident.

GRILLS: Must be 15 feet away from any structure and not under an overhang when in use. The heat from a grill will melt vinyl siding, creating a large repair expense for the Resident.

NO ONE IS EVER ALLOWED TO ACCESS THE ROOF or HAVE SATELLITE TV DISHES

OUTSIDE STORAGE: Must be placed in the garage or shed; storage other than trash cans, furniture made for outdoors, or children's outdoor play apparatus may not be left outside.

PREMISES MAINTENANCE: Resident shall maintain the Premises, including shrubbery and lawns, if the grounds are a part of the premises and are exclusively for the use of the Resident. Shrubbery needs to be trimmed both in the Spring & Fall. Additionally, Residents shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any Resident in the building or neighbors**.** Trees, shrubs, plants, and flowers may not be removed or altered by the Resident or guests.

SWIMMING POOLS / TRAMPOLINES: These are not permitted on the property**.** Children’s wading pools less than 6” deep are allowed, but at the Resident’s risk.

TRASH: Residents are responsible for keeping the grounds litter-free and properly disposing of trash. Local law requires that only trash in closed cans or toters may be stored outside, out of sight of the street. Trash stored inside until pickup must be sealed for proper insect control. Trash cans or portable trash toters are to be set out for no longer than 24 hours. All trash must be in closed plastic bags before being placed in the totter, and the lid must be closed for pickup. Watch your neighbors to know when your trash day is. If you will be out of town on pickup day, please ask a neighbor to move your toter or cans.

VEHICLES: No parking or driving on the grass, including trucks during the moving process. $100 fine per vehicle or set of tracks. Vehicles must be properly parked. Unlicensed or inoperative vehicles parked outdoors may not remain on the property. Improperly parked or stored vehicles may be towed by the Landlord at the Resident's expense.

12. ADDITIONAL TERMS & CONDITIONS

RULES ON PREMISES: Be a good neighbor. Quiet Time Rules apply during normal sleeping hours, from 9 pm to 8 am each day. Music, TV, guests, instruments, car engines, horns, etc., shall not be audible to your neighbors. Complaints of unkempt yards, improper parking, foul language, bad treatment toward neighbors, verbal abuse, etc., are grounds for eviction.

WINDOW COVERINGS: Window coverings shall be restricted to those already existing in the home at the time of move-in or approved by the Landlord. Under no circumstances shall flags, sheets, clothing, aluminum, or any metal foil, newspapers, or any other such items be used as a window covering. Damaged blinds must be immediately replaced, or the Landlord will replace them at the Resident's expense. _____ **(initial)**

SMOKING: NO smoking in, around, or near the premises! Smoking by Residents or guests leaves a nicotine residue and odor, which increases the costs of cleaning, interior painting, and odor removal. Cigarettes, vape pens, e-cigarettes, pipes, cigars, hookahs, marijuana, hemp, and any other smoking products fall under the lease's smoking policy. Any violation is subject to a $250 fine plus the cost of cleaning per occurrence and grounds for immediate eviction.

CANDLES: Insurance does not allow lighted candles. Any flame is also a fire hazard and will be deemed negligence on the part of the Resident. A burning candle releases soot and wax residue, which accumulate on ceilings and walls, requiring extra painting costs and reducing deposit refunds. Liquid wax spills into carpet fibers. Use other forms of air fresheners.

FIREPLACE/ WOOD STOVE: These items are non-functioning and for decoration only. Should the Resident use or alter this equipment in any way, the Resident accepts full responsibility for any resulting cleaning, repair, damage, injury, or death.

UPDATED TERMS: The landlord may change any of the terms found in this lease (excluding rent increases) by giving the Resident a 45-day notice, providing digital communication, and posting the changes on our website at www.RentRedBird.com/resident-center/. If the Resident does not agree to the updated terms, they must notify the Landlord, and the Landlord may elect to keep them on the old terms or give the Resident the option to opt out of the lease and move out of the premises within 30 days, without penalty. If the Resident does not give notice, then the Resident accepts the changes to the updated terms.

13. RODENTS, BEDBUGS, & MOLD:

RODENTS: Unfortunately, it's impossible to rodent-proof a home. Here is what the Resident needs to do for prevention and/or treatment:

- Keep all food stored & sealed tight and cleaned up in the kitchen & throughout the home
- Keep grass and weeds trimmed at all times.
- Pest control inside and out for any and all animals, bugs, rodents, etc

Residents are responsible for eliminating rodents found on the Premises by poison or traps. In the majority of cases, these remedies will resolve the situation. On rare occasions, it may be necessary for the Resident to consult with a professional. Residents agree that the Landlord has delivered the premises free from pests. _____ **(initial)**

BEDBUG INFORMATION & OFFICIAL POLICY: For thousands of years, our ancestors dealt with bedbugs. 50 years ago, the pesticide DDT eliminated bedbugs from the U.S., so most of us have never had any issue with them…until now.

Bedbugs are back and rapidly getting worse. They are now in every state. With the ban on DDT and easy international travel, bedbugs are Nature's Tiny Super Hitchhikers and have

been carried back to the U.S. from other countries. Rich or poor, clean or filthy, it does not matter. Bedbugs are like mosquitoes, attracted to humans in search of a blood meal.

Bedbugs only travel by attaching themselves to things, like suitcases, clothing, stuffed animals, furniture, etc. Bedbugs are easily passed to others through simple contact. Example: lay your coat on a waiting room chair or church pew where a person had already unknowingly carried a bedbug; one insect hitches a ride and comes into your home without your knowledge. Even new furniture can contain bed bugs if stored near used furniture on a delivery truck.

They hide in mattresses, bedding, furniture, stuffed animals, boxes, and even in the dark areas of varnished wood furniture such as dressers, usually within 8 feet of a sleeping area. They come out once the human warms the bed and breathes carbon monoxide into the air. They are flat and tiny, like a small apple seed. A single female can lay 500 eggs.

The Resident has inspected the home and found it to be bedbug-free. Residents agree that insect control & treatment are part of housekeeping and are the responsibility of the Resident.

The Resident understands & agrees that if bedbugs are found, they have been carried to the home during occupancy by the Residents, visitors, children, deliveries, pets, etc., and their personal belongings, and as such, the Resident agrees to full responsibility for examining, handling, and treating their own personal property such as mattresses, bedding, dressers, stuffed animals, toys, electronics, furniture, clothing, boxes, etc., and that the Landlord is not responsible for handling or treating the Resident's personal property.

IMPORTANT: If you find bedbugs, remember the PREMISES don't have them; your personal belongings have them, so you need to remove, clean, and treat your belongings. Procedure:

- Don't be embarrassed. Call the Landlord immediately for advice.
- Although creepy, scientists have proven that bedbugs do not transmit disease.
- Think. Did you recently bring something onto the premises, such as a used couch or suitcase? Remove suspicious items
- Remove all bedding, clothing, & stuffed animals, & run them through a washer & dryer on high heat. Heat kills them. Seal them in a plastic bag so they are not re-infested.
- Vacuum everything, especially cracks, the top and bottom of mattresses, the backside of headboards, and the inside of dressers after removing the drawers to pick up insects and their clear eggs. Seal the sweeper bag in a plastic bag and get it off the premises.
- Scrub EVERYTHING & spray crevices with chemicals available at home stores.
- When the spray has dried, dust all areas with "food grade" Diatomaceous Earth, which will kill the bedbugs that walk over it. It is available in garden stores and online. Puff it with a clean ketchup bottle into the crevices and the seams of a mattress.
- Enclose the mattress with a mattress bag available at Walmart, home stores, &online.

MOLD: From the State Department of Health website: "Mold spores are in the air and on all surfaces. Mold spores are very tiny and lightweight, so they float in the air for a long time. Use a dehumidifier as needed. Wipe hard surfaces with a damp, soapy cloth weekly."

"Mold (fungi) is present *everywhere*—indoors and outdoors. There are more than 100,000 species of mold. At least 1,000 species of mold are common in the U.S. Most types of mold that are routinely encountered are not hazardous to healthy individuals."

“Many molds are black in appearance but are not Stachybotrys. For example, the black mold commonly found between bathroom tiles is not Stachybotrys. Stachybotrys can be positively identified only by specially trained professionals (e.g., mycologists) through a microscopic exam. Small areas of mold should be cleaned using an appropriate household cleaner.“

Residents agree that cleaning & disinfecting mildew & mold are part of everyday housekeeping and, as such, are the responsibility of the Resident. Residents shall make every effort to control and eliminate moisture in the home by using bathroom exhaust fans and ceiling fans to circulate the air, limiting the use of humidifiers, etc.

If mold or mildew persists, contact the Landlord for assistance, but the Resident acknowledges that mold and mildew are NOT sufficient reasons to end the Lease. The Resident agrees that the Landlord has delivered the dwelling free from any visible mold. _____ **(initial)**

PREMISES ACCEPTANCE: Resident acknowledges that Landlord has advised Resident of his/her right to have a professional home inspection performed on the subject property. The Resident has completed his/her inspections and/or voluntarily waives that right.

The Resident has inspected the home and is satisfied with its condition, with respect to any health concerns, rodents, bedbugs, & mold. Residents are accepting the premises AS-IS with no additional changes expected. Residents shall have 14 days from the date of signature to amend any inspection results in writing to the Landlord. Resident agrees that Landlord has delivered the dwelling in a safe, clean, and habitable condition _____ **(initial)**

14. ORDINANCES & STATUTES:

FEDERAL, STATE, AND LOCAL LAWS: Residents shall comply with all statutes, ordinances & requirements of all municipal, state & federal authorities which may now or hereafter be in force, pertaining to the use of the premises. Residents agree to report any actions by others that violate federal, state, or city laws. Resident agrees that any police report made that involves the Resident, their guest, or the Premises may be admitted as evidence and hereby waives any hearsay objections. Breaking laws is grounds for eviction.

CRIME-FREE PROVISION: Residents, family, guests, or other persons shall not engage in:

- Any acts involving imminent or actual serious property damage as defined by law
- Any criminal activity (federal, state, or other municipality), including drug-related criminal activity, any act of violence, or threats of violence
- Any other illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, unlawful discharge of firearms, or assault
- Jeopardize the health, safety, and welfare of Residents, the Landlord, or servicemen.

NEIGHBORHOOD CRIMINALS: The Resident takes responsibility for researching criminals, parolees, sex offenders, or persons on the premises arrested and living in the area. Discovering information after signing the lease is not a reason to void the lease.

BURGLARY/BREAK-INS: Renter’s Insurance may or may not cover damage to doors or windows caused by an intruder, but always call the police to file a report before calling the Landlord. Residents are responsible for any damage, even from break-ins.

POLICE REQUESTED: If police are called to the home on more than one occasion for a Resident-related problem or disturbance, this agreement is subject to termination.

LEGALITY: If part of this lease conflicts with local or state laws, the rest of the lease will be unaffected.

15. LEGAL / EVICTION:

EQUAL HOUSING OPPORTUNITY: Landlords and Brokers comply with federal, state, and local fair housing laws and regulations.

LEGAL SERVICE: Each person listed on the lease has 100% authority to receive legal notices on behalf of all persons on the lease.

TIME OF ESSENCE: Pertaining to the performance of the obligations described herein

WAIVER: No failure of the Landlord to enforce any term hereof shall be deemed a waiver. The acceptance of rent by the Landlord shall not waive his right to enforce any term hereof.

NOTICES: Any notices, legal or other, may be emailed or sent via the Resident Portal.

ATTORNEY, LEGAL, AND COLLECTIONS COSTS: Court is a direct result of a Resident's failure to comply with the lease, so the Resident agrees to pay all costs related to legal action and collections, including, but not limited to, court filings, attorney costs, court appearances, collection fees, 15% interest on the overdue amount, and late fee ($50 per month). Some fees may be incurred after court judgments and added to the judgment. _____ **(initial)**

EXCULPATORY CLAUSE: The Resident waives their own actions and shall indemnify and save harmless the Landlord from and against any and all claims, suits, actions, damages, and /or causes of action arising during the term of this Lease for any personal injury, loss of life, damages to personal property sustained in or about the leased premises, or financial loss by reason or as a result of the Resident's occupancy. Except for the Landlord's failure to perform, or its negligent performance of a duty imposed by law, Resident waives any rights and claims against the Landlord for any personal property damage or financial loss incurred as a result of leasing the Premises and reserves the right to collect reasonable attorney fees from Resident for the cost of defending and enforcing this contract

JURY TRIAL WAIVER AND ATTORNEY FEES: Landlord and the Resident hereby waive their right to a jury trial. The prevailing party in any dispute or claim between Resident and Landlord shall be awarded all their reasonable attorney fees and costs. Costs shall include, without limitation, expert witness fees, fees paid to investigators, and arbitration costs.

COLLECTION COSTS: In the event that the Resident breaches the Lease Agreement, the Landlord is entitled to recover, as additional damages, all costs to collect the monies owed, including any money the Landlord pays a collection company or lawyer to collect those funds.

COURT MODIFICATION: If any provision of this Lease is found by a court to be invalid, illegal, or vague, the parties agree that such provision shall be modified to make it valid, legal, and enforceable, and all other provisions of this Lease shall remain in full force and effect.

16. COMMUNICATION:

COMMUNICATION: All residents are expected to communicate politely & professionally at all times. Yelling, harassment, threats, false accusations, or other similar verbal abuse will not be tolerated and will be grounds for an eviction.

INCOME DISRUPTION/JOB CHANGE: The landlord shall be immediately notified if there is any income disruption in income and/or a job change, or a change in voucher payments.

RESIDENT SHALL NOT UNSUBSCRIBE: Opting out or avoiding communication with the Landlord will be considered a violation of this lease agreement. Text is our preferred communication method; missed calls/texts will be addressed and returned during normal business hours only. Residents must keep their contact information up to date at all times.

VERBAL COMMUNICATION IS NON-BINDING: If a dispute should occur, the terms of the written lease shall override any verbal communications. Any promise of repairs, changes, terms, etc. must be in writing, text, or email. _____ **(initial)**

17. EMERGENCIES

In case of an emergency, you should contact 911 first. If someone is in danger, your house is on fire, there is a medical emergency, or there is an act of God that has caused severe structural damage, do not call your Landlord; instead, hang up and dial 911!

FIRE: If the premises are rendered uninhabitable, as determined by the Landlord, he shall have the right to terminate the Lease as of the date the damage is determined. Should damage occur due to abuse or negligence of the Resident, then the Landlord shall have the right to terminate the Lease, and the Resident shall be responsible for lost rent and repairs.

EMERGENCY CONTACTS: Resident to supply a minimum of 2 emergency contacts in the event of an emergency. Resident agrees to allow Landlord to contact references on the application and emergency contacts below in the event Resident cannot be reached, is non-responsive to Landlord calls or notices, or has not paid rent and/or fees, and agrees that notice to those contacts is considered legal service. _____ **(initial)**

Name:_____Number:_____

Name:_____Number:_____

Name:_____Number:_____

18. LEASE VIOLATIONS:

Upon the occurrence of any non-monetary lease violation, Landlord shall provide Tenant with a written Notice to Cure, detailing the nature of the breach. Tenant shall have exactly **ten (10) days** from the date of delivery of such notice to fully correct & remedy the violation. Failure to timely cure the violation shall constitute a material breach of this Lease and shall grant Landlord the right to initiate eviction proceedings.

RedBird Homes LLC
Lease Agreement

Notwithstanding the right to cure, the occurrence of either of the following shall constitute an incurable material breach, allowing the Landlord to immediately terminate the Lease, refuse renewal, or file for eviction without further opportunity for Tenant to remedy the behavior:

- The Tenant receives **2 WRITTEN NOTICES** for the same or similar violation
- The Tenant receives **3 WRITTEN NOTICES** for any combination of lease violations

19. ACCEPTANCE OF LEASE TERMS:

By signing below, the parties acknowledge that they have read, understand, and agree to be bound by all terms, conditions, and covenants of this lease, including any attached addenda.

This lease constitutes the entire agreement between the landlord and tenant. No prior verbal or written representations, promises, or warranties not expressly contained herein shall be binding or have any force or effect. Any modifications to this lease must be made in writing and signed by both parties.

RESIDENT SIGNATURE:_____ **DATE:**_____

RESIDENT SIGNATURE:_____ **DATE:**_____

PROPERTY MANAGER:_____ **DATE:**_____

Place Driver's License Here

Place Driver's License Here

Download the DoorLoop App to Pay Rent, Submit Work Orders, and More!

Google Play Store Link	DoorLoop App	Apple App Link

RedBird Homes LLC

Lease Agreement

LEAD-BASED PAINT ADDENDUM

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

_____
_____

(ii) _____ The Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards in the residence and building included in this rental.

(b) Records and reports available to the lessor (initial (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

_____
_____

(ii) _____ The Landlord has no records or reports relating to lead-based paint and/or lead-based paint hazards in the residence and building included in this rental.

RESIDENT ACKNOWLEDGMENT

(c) Lessee has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/ or lead-based paint hazards in the housing listed above.

(ii) _____ has not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home (initial).

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

ACCEPTANCE OF LEAD-BASED PAINT ADDENDUM

RESIDENT SIGNATURE:_____ **DATE:**_____

RESIDENT SIGNATURE:_____ **DATE:**_____

PROPERTY MANAGER:_____ **DATE:**_____

RedBird Homes LLC

Lease Agreement

HOME CARE ADDENDUM

LANDSCAPE: Resident hereby acknowledges how they will maintain the landscaping of the premises, including mowing, weed whacking, edging, trimming bushes, etc. **(Select one)**:

_____ Resident has the tools and will personally care for all landscaping needs

_____ Resident will hire someone to maintain all landscaping needs

Any Resident who fails to maintain landscaping will result in the Landlord having it done and charging the Resident for the work done, plus a $50 administration fee. _____ **(initial)**

The Resident will be charged the cost of spraying weed killer on fence lines, the foundation of the house, driveways, sidewalks, etc. This charge will be billed to the Residents Portal in the spring and fall automatically. _____ **(initial)**

DEHUMIDIFIER: All homes are required to have a functioning dehumidifier and be programmed to 30% humidity at all times. Resident agrees to the following (initial one):

_____ Does not apply as the home does not include a basement or Dehumidifier

_____ Resident agrees to leave the dehumidifier provided by the Landlord in working order upon move-out. The cost to replace a damaged or missing unit will be charged to the Resident.

WINDOW AIR CONDITIONERS: To prevent damage, ACs must be securely installed and angled up into the home to prevent condensation from dripping down the wall into the home.

_____ Does not apply as the home has central AC

_____ AC unit(s) are the property of the Landlord and are to remain with the home upon move-out. The cost to replace a damaged or missing unit will be charged to the Resident

SMOKE DETECTOR & CARBON MONOXIDE DETECTOR BATTERIES: For your safety, all detectors must be working at all times. Batteries that need to be replaced are the Resident's duty. The Resident will be fined $50 for detectors that are not operational. _____ **(initial)**

FURNACE FILTERS: The Resident agrees to check the furnace filter once a month and change the furnace filter no less than every 3 months. Dirty filters reduce air quality, increase allergies, and increase the likelihood of your furnace breaking down. _____ **(initial)**

ACCEPTANCE OF HOME CARE ADDENDUM

RESIDENT SIGNATURE:_____ **DATE:**_____

RESIDENT SIGNATURE:_____ **DATE:**_____

PROPERTY MANAGER:_____ **DATE:**_____