

Cedar Hill Residential Lease

Created On The 11th Day Of March In The Year 2026

§ Premises

161 Hood St
Cedar Hill, TX 75104

§ Terms

Start Date	2026-06-01	Security Deposit	\$1,750.00
End Date	2027-05-31	Pet Deposit	\$0.00
Rent Amount	\$1,750.00	Move-In Fee	\$0.00
Rent Due On	first	Move-Out Fee	\$0.00
Monthly Parking	\$0.00	Late Rent Fee	\$50.00

§ Tenants

Name	Imani Lee
E-Mail	imanic2014@gmail.com
Phone	337-370-6682
Address	Aviary Court DeSoto, TX 75115

§ Landlord

Name	Jerry Wacaster
Email	jerrywacaster@yahoo.com
Phone	972-951-5553
Emergencies	972-951-5553
Address	11700 Farm to Market 4 Godley, TX 76044

§ Notice of Habitability

I hereby acknowledge that Landlord has disclosed any code violations, code enforcement litigation and/or compliance board proceedings existing during the previous twelve (12) months which affect the Premises, and/or any common areas serving the Premises. I further acknowledge that Landlord has disclosed any notice of intent to terminate utility service at the Premises as further detailed below. Copies of such notices or supporting documentation, if any, have been provided with this residential lease agreement (this "Lease").

No known conditions affecting habitability.

§ Notice of Foreclosure

I hereby acknowledge that Landlord has disclosed any foreclosure proceedings against Landlord or affecting the Premises, as further detailed below. Copies of supporting documentation, if any, have been provided with this Lease.

No known foreclosure proceedings.

§ Further Acknowledgement by Tenant

In consideration of the mutual agreements and covenants herein set forth, and in further consideration of the statements made by Tenant in the Application for Lease, if any, and all supporting documents thereto, the truth and accuracy thereof being attested to by Tenant, and the information therein contained being incorporated into this Lease as if set forth herein in full, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for use as a private dwelling unit only, the above noted Premises, together with the fixtures and appliances belonging thereto, for the above term. By signing below, Tenant acknowledges receipt of the following enclosures, which are expressly incorporated herein and made a part of this Lease.

Enclosure (1)
Lead Paint Pamphlet

Enclosure (2)
Bed Bug Fact Sheet


Enclosure (3)
HUD Pamphlet

Enclosure (4)
Texas Parking Rules Addendum

Enclosure (5)
Flood Disclosure


§ Signatures

Tenant Signatures



SECURE ELECTRONIC SIGNATURE
Imani Lee (imanic2014@gmail.com)
3/13/2026 1:59pm CDT
Via Avail landlord software
ID AES-92727591

Landlord Signature



SECURE ELECTRONIC SIGNATURE
Jerold Lynn Wacaster (jerrywacaster@yahoo.com)
3/13/2026 5:55pm CDT
Via Avail landlord software
ID AES-92724494

1. Rent

The Lessee shall pay to the Lessor or Lessor's authorized agent, at the address set forth above, or through Avail, or as changed by written notice to the Lessee, as rent for the Premises, parking, or otherwise the sum as stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease. The failure to pay rent when due may result in the Lessor bringing an action in court to recover unpaid rent and/or possession.

2. Jointly and Severally Liable

Each Lessee is jointly and severally liable for the payment of rent and performance of all other terms of this agreement.

3. Security Deposit

Lessee has deposited with Lessor, the sum set forth above as a security deposit to be held by the Lessor in accordance with State or local law or ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this lease. If Lessee performs all of the obligations as provided in this lease and pays all sums due Lessor, then Lessor, within 30 days after the Lessee has surrendered possession of the Premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee, including interest as provided by law. If Lessee has failed to perform or comply with any of the provisions of the lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee's co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from Lessor to do so.

4. Possession

If Lessor cannot deliver possession of the Premises at the commencement of the lease term, the rent shall be abated until the Premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the Premises at the commencement of the lease term.

5. Condition of Premises

Lessee has examined the Premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the Premises in good order and repair as of the commencement of the lease term. Lessor or his agent has made no promises as to condition or repair to Lessee, unless they are expressed in this lease or a rider attached hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the Premises have been made by Lessor or his agent, unless expressed herein.

6. Limitation of Liability

Except as provided by state or local law or ordinance, Lessor shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the building or Premises, or (c) acts or neglect of other tenants, occupants or others at the building.

7. Lessee to Maintain

Lessee shall keep the Premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the Premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the Premises whenever damage has occurred or repairs are required due to Lessee or Lessee's family members, contractors, visitors, or agents conduct or neglect; Lessee shall promptly notify Lessor of any conditions in need of repair that are not due to the conduct of neglect of Lessee or Lessee's family members, contractors, visitors, or agents. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the Premises, if the Premises are not clean and in good repair, Lessor or his agent may replace the Premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

8. Use of Premises

The Premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the Premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the Premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the Premises without written permission being first obtained from Lessor. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

9. Appliances

Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or Premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances.

10. Disturbance

Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the Premises.

11. Access to Premises

Lessee shall permit the Lessor access to the Premises at all reasonable times, subject to the notice requirements of applicable law or ordinance, to inspect the Premises and/or to make any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, or to determine Lessor's compliance with the provisions of this Lease. In the event of an emergency or where repairs in the building require access to Lessee's Premises, Lessor may enter without prior notice to Lessee, without the same being considered a forcible entry by Lessor. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

12. Sublet or Assignment

Lessee shall not sublet the Premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

13. Holding Over

If the Lessee remains in possession of the Premises or any part thereof after the termination of the lease by lapse of time or otherwise, then the Lessor may, at Lessor's option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified above. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the Premises. In the event Lessor accepts a payment of rent for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

14. Liability for Rent

Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balance of the rent, costs, advertising costs and attorney's fees in connection therewith.

15. Binding Effect

If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission.

16. Attorney's Fees

In the event of a lawsuit arising out of this tenancy, if the Lessor is the prevailing party, the Lessor shall be awarded reasonable attorney's fees as provided for by court rules, statute or ordinance.

17. Continuous Occupancy

Lessee shall maintain continuous occupancy of the Premises, and not allow the same to remain vacant for any period in excess of twenty-one days without notifying the Lessor of such vacancy seven days in advance. Lessee shall not allow persons other than those authorized by the Lease to occupy the Premises as guests for periods exceeding seven consecutive days during the term of the Lease for any reason.

18. Remedies Cumulative

Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

19. Fire or Casualty

If the Premises, building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

20. Security Gates or Bars

The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased Premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased Premises caused by the installation and/or removal of such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the Premises pursuant to this lease and commence proceedings to dispossess Lessee from the Premises.

21. Mechanic's Liens

Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

22. Rules and Regulations

Lessee agrees to obey the Rules and Regulations contained in this Lease, and any attachments hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

23. Subordination of Lease

This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises forms a part. The recordation of this lease, or any memorandum thereof by Lessee shall constitute a material breach of this lease.

24. Severability

If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

25. Utilities

Unless otherwise agreed in writing, if the Premises is separately metered for utilities, Lessee shall pay the utility company or authorized metering agency directly for all applicable charges for gas, electricity, water and other utilities serving the Premises, including, if applicable, telephone, internet, cable, and current used for electric heating, ventilation, air conditioning, hot water, etc., as such charges become due and payable.

26. Heat and Cold and Hot Water

The Lessor agrees to provide the Lessee with heat and cold and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or cold and hot water fixtures, then the Lessor's sole obligation shall be to provide the Lessee such fixtures in good operating condition at the commencement of the lease, and the Lessee shall be responsible for the utility costs for the operation thereof.

27. Easement

Lessor retains an easement to display tasteful "For Sale," "For Rent," or similar signs in any Common Areas of the Premises, or on the exterior at any time within sixty days before the expiration of this Lease.

28. Alterations & Improvements

Lessee shall not alter, add, improve, or paint any portion of the Premises without the express written consent of Lessor. Lessee shall not install, remove, or replace any fixtures, equipment, or appliances without the express written consent of Lessor. And last, Lessee may not modify any landscaping without the express written consent of Lessor.

29. Extended Absence

If the Premises will be unoccupied for more than twenty-one consecutive days, Lessee shall notify Lessor at least seven days in advance of such absence.

30. Modification

No modification, waiver, or amendment shall be made to this Lease, or any of its terms, without being written and signed by all parties.

31. Surrender Of Possession

Upon expiration or termination of this Lease, Lessee shall immediately vacate and surrender possession of the Premises in as good and clean order and condition as the Premises was at the beginning of the Lease Term, reasonable wear and tear excepted. Lessee shall immediately deliver all keys to Lessor or Lessor's agent.

32. Required Move-in Checklist

The Lessee is required to complete a move-in checklist. The Lessee must return the completed checklist within 72 hours of occupying the premises.

33. Renters Insurance Required

The Lessee is required to obtain renters insurance within fourteen (14) days of the lease start date as a condition of tenancy and to provide the Lessor proof thereof. The Lessee assumes the risks of not having renters insurance and the Lessor cannot be held responsible for any damage of the Lessee's personal property.

34. Safety Devices

Lessee agrees to test, maintain, and repair any smoke or burglar alarms or carbon monoxide detectors at the Premises, and to replace any batteries, at Lessee's sole expense. Lessor warrants that any such safety devices are in proper working condition at the time Lessee takes possession. Lessee releases Lessor from any and all liability, loss, cost, damage, or expense arising from or relating to any failure, defect, or deficiency of any safety device. Lessor has no obligation to install any safety devices or systems at the Building, except as required by governing law.

35. Notice of Termination

If the Lessee(s) intends to vacate the Premises at the end of the lease term, Lessee(s) must give at least sixty (60) days written notice prior to the end of this lease, or prior to the date of intent to vacate. If sixty (60) days notice of intent to vacate is not given prior to lease term or date of intent to vacate, Lessee(s) are responsible for the equivalent rent amount due for the sixty (60) days after notice is given. Notwithstanding the foregoing, Lessee may have the right under Texas law to terminate this Lease early in situations involving family violence (Texas Property Code Section 92.016) and for certain sexual offenses or stalking (Texas Property Code Section 92.0161). Lessee may also have the right to early termination of this Lease in situations involving military deployment or transfer (Texas Property Code Section 92.017) or for Lessor's failure to properly notify Lessee as required by statute that the Property is located in a 100-year flood plain (Texas Property Code Section 92.0135). Any early termination for any of the above enumerated reasons must qualify circumstantially under the terms of the applicable statute and must be noticed and completed as mandated in the applicable statute.

36. Event of Default

If the Lessee defaults in the performance of any of the covenants or agreements herein contained, the Lessor, or its agent, at the Lessor's option, may terminate this Lease and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of the Lessee's obligations shall constitute a default of this Lease, and the Lessor's failure to take action on account of the Lessee's default shall not constitute a waiver of said default.

37. Anti-Discrimination

The Premises is offered to the Lessee in compliance with all federal, state, and local fair housing, equal opportunity, and anti-discrimination laws.

38. Landlord's Towing or Parking Rules

For tenants in multi-unit dwellings, if the Lessor has vehicle towing or parking rules or policies that apply to the Lessee, the Lessor is required to provide the Lessee a copy of the rules or policies before the rental agreement is signed. The copy must be signed by the Lessee, included in the lease or rental agreement. The clause must be underlined, capitalized or in bold print.

39. Electric Service Interruption

If the Lessor provides electric service, or master-metered electricity according to a prorated system, the Lessor may interrupt Lessee's electricity service if the Lessee fails to pay the bill. However, the Lessor can only stop service after notice has been given and according to a specific procedure. There are exceptions for ill tenants and during extreme weather.

40. Obligations of Lessor

During the term of this lease, Lessor shall be responsible for the following: (a) ensuring the building and Premises are in compliance with all applicable federal, state, and local laws, regulations, statutes, and building and housing codes applicable to the building; (b) performing major structural repairs to the Premises, within a reasonable time after notice from Lessee. Lessee may be liable for the cost of such repairs if the damage is caused by Lessee's actions or the action of Lessee's family members, contractors, visitors, or agents pursuant to Section 8; and (c) making any necessary repairs and replacements to the vital facilities serving the Premises, including heating, plumbing, and electrical systems, within a reasonable time after notice from Lessee. Lessee may be liable for the cost of such repairs if the damage is caused by Lessee's actions pursuant to Section 8. All Lessor's obligations are dependent upon Lessee's obligation to notify Lessor promptly of any conditions requiring Lessor's attention. *-*If Lessor fails to meet any of its above-enumerated obligations, it may be possible for Lessee to terminate this lease and exercise other remedies under Texas Property Code Section 92.056. Lessee may also exercise other statutory remedies, including those enumerated in Texas Property Code Section 92.0561.*-* Lessor is not responsible for the following: (a) damage to or loss of Lessee's personal property; (b) the acts of other tenants, guests, or invitees; or (c) any Lessee personal property remaining in the Premises after the expiration or earlier termination of this lease. Such property shall be considered to be abandoned, and Lessor can either keep such property or have it removed at Lessee's expense.

41. Lessor's Contractual Lien for Delinquent Rent

All personal property in or about the Premises or any storage area designated for Lessee's use under this Lease is presumed to belong to Lessee unless proved otherwise and is subject to a contractual lien under Chapter 54 (Lessor's Liens) of the Texas Property Code to secure payment of delinquent rent (unless exempt under Section 54.042 (Exemptions) of the Texas Property Code and except as prohibited by Section 2306.6738 of the Texas Government Code for owners supported by housing-tax-credit allocations). If Lessee's rent is delinquent, Lessor or an agent, employee, or representative of Lessor may peacefully enter the Premises and remove and store all personal property subject to the lien. After the personal property is removed, a written notice of entry will be left in a conspicuous place in the Premises. In accordance with Section 54.044(b) of the Texas Property Code, the written notice of entry will include: (a) a list of all items removed; (b) the amount of delinquent rent due; (c) the name, address, and telephone number of the person to contact about the removed items; and (d) a statement that the removed items will be promptly returned if the delinquent rent is fully paid. If Lessor removes Lessee's personal property under the contractual lien as authorized by Subchapter C (Residential Lessor's Lien) of Chapter 54 (Lessor's Liens) of the Texas Property Code, Lessee may redeem the removed items by paying all delinquent rent due at the time of removal.

42. Removal of Property After Eviction, Surrender, or Abandonment

Lessor may remove all personal property remaining in or about the Premises or any storage area designated for Lessee's use under this Lease (including any vehicles) if Lessee is judicially evicted or if Lessee surrenders or abandons the Lease. Lessor has no statutory duty to store Lessee's removed personal property after judicial eviction or after Lessee's surrender or abandonment of the Lease. However, Lessor agrees to store Lessee's removed personal property for a period of thirty (30) days after Lessee's eviction, surrender, or abandonment of the Lease. Lessor has a lien on all items of Lessee's personal property that are removed and stored after Lessee's surrender, abandonment, or judicial eviction with the exception that Lessor's lien on items listed under Section 54.042 (Exemptions) of the Texas Property Code is limited to charges for packing, removal, and storage.

43. Lessor's Disposition of Property Removed Pursuant to Lessor's Contractual Lien, or Left After Judicial Eviction, Surrender, or Abandonment

Lessor may sell Lessee's removed personal property whether removed pursuant to Lessor's contractual lien or after Lessee's judicial eviction, surrender, or abandonment of the Lease after giving Lessee thirty (30) days' notice of the upcoming sale of any personal property. Lessor will send the notice to Lessee's last known address, and the notice will contain: (a) the date, time, and place of the sale; (b) an itemized account of the amount owed by Lessee to Lessor; and (c) the name, address, and telephone number of the person Lessee may contact regarding the sale, the amount owed, and Lessee's right to redeem the removed personal property. The sale may be public or private and the removed personal property may be sold in bulk, in batches, or item-by-item. If the proceeds of the sale are more than the amount owed by Lessee to Lessor, Lessor will mail the remainder to Lessee at Lessee's last known address within thirty (30) days of the sale. After a judicial eviction, if Lessee's possessions are removed by an officer executing a writ of possession, Lessee's removed personal property may also be stored in a bonded or insured public warehouse, where it will be subject to a warehouseman's lien pursuant to Section 24.0062 (Warehouseman's Lien) of the Texas Property Code.

44. Governing Law

This lease shall be governed by and construed in accordance with the laws of the State of Texas, without regard for Texas choice-of-law principles.

45. Late Charges

Rent received by Lessor later than the 5th day after the first will incur a late charge. Lessee agrees that it would be impracticable or extremely difficult to fix the actual damage to Lessor caused by the late payment of rent and therefore agrees to pay a late charge of \$50.00. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 5th day of the month, regardless of the date Lessee mailed such rent payment. If payment of rent is made by personal check which is later dishonored by the Lessee's bank, Lessee shall be assessed any bank charges incurred by Lessor as a result of such dishonored check, in addition to the rent and late charge due on the payment of rent. The Lessor, at the Lessor's sole discretion, may waive the late charges.

46. Smoking Prohibition

The dwelling to be occupied by Lessee and members of Lessee's household has been designated as a smoke-free living environment. Lessee and members of Lessee's household shall not smoke anywhere in the dwelling, or in the building in which the dwelling is a part, or in any of the common areas or adjoining grounds of such building, nor shall Lessee permit any guests or visitors under the control of Lessee to do so.

§ Rules & Regulations

1. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
2. Lessee shall not install a waterbed, pool table, or any other unusually heavy item of furniture without prior written permission from Lessor.
3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the Premises any flammable fluids or materials which may be hazardous to life or property.
4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.
5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.
6. Deliveries and moving of furniture must be conducted at times permitted by Lessor.
7. Lessee may not barbeque or operate cooking equipment on porches or balconies.
8. Lessee shall not dispose of rubbish, rags, or other items which might clog toilets or sink drains into toilets or sink drains.
9. Lessee shall not place any signs or advertisements on the windows or within the property or otherwise upon the Building, if such signs are visible from the street.
10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.
11. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

12. Lessor may bar individuals from the building and/or Lessee's Premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule are grounds for termination of your tenancy.
13. Lessor will repair any appliance malfunction; however, Lessor is not responsible for loss resulting from a malfunction of an appliance. Lessee understands that appliances will malfunction occasionally and Lessee must make every effort to report any malfunction.
14. \$50 per key will be charged to provide additional or replacement keys to the property.
15. If Lessee is locked out, Lessor will facilitate re-entry only during business hours at a minimal fee. If Lessee is locked-out during the weekend or at nighttime, it will be the Lessee's responsibility to contact a locksmith. Any cost incurred because of lockouts shall be borne by the Lessee.
16. Lessee must secure renter's insurance. Lessee assumes the risks of not having renters insurance. Lessor cannot be held responsible for any damage of the Lessee's personal property.
17. Lessor provides no storage.
18. Laundry. Lessee agrees to clean any lint filters and to keep the laundry area free of debris. Lessor shall not be liable for any personal injury or property damage arising from or relating to Lessee's use of any laundry facilities made available under this Lease.
19. The Premises to be occupied by the Lessee and members of the Lessee's household has been designated as a smoke-free living environment. The Lessee and members of the Lessee's household shall not smoke anywhere in the Premises, or in the building in which the Premises is a part, or in any of the common areas or adjoining grounds of the building or Premises, nor shall the Lessee permit any guests or visitors under the control of the Lessee to smoke on the property.
20. Lessor is required to give the Lessee notice of the default before bringing eviction proceedings or applying security deposit proceeds to the payment in default.

21. Lessee acknowledges that lessee has read the Rules and Regulations and agrees to be bound by them.

22. No dogs, cats, or other animals shall be kept in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.

**DISCLOSURE OF INFORMATION ON LEAD-BASED
PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

This lead paint disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

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.

Lessor's Disclosure

1. Presence of lead-based paint and/or lead-based paint hazards:
 - i. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the lessor:
 - i. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

- Lessee has received copies of all information listed above.

 - Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.
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DISCLOSURE OF BEDBUG INFESTATION HISTORY

Bedbug Infestation History

This bedbug disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

1. There is no history of any bedbug infestation within the past year in the building or in any residence.
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UTILITY DISCLOSURE

Utility Statement

This utility disclosure is incorporated into and made part of the Lease executed by the Lessor and the Lessee referring to and incorporating the Leased Premises.

If a building or dwelling unit is primarily heated by natural gas or electricity the Lessor or Lessor's agent shall notify the Lessee in writing that the cost of heating shall be the responsibility of the Lessee before executing an oral or written lease, contract to lease, or accept any money or other valuable consideration in an application for an oral or written lease.
