

**INDIVIDUAL LEASE CONTRACT ADDENDUM  
(ARTICLE IV, SECTIONS 1-19)**

Date \_\_\_\_\_

IN CONSIDERATION OF THE MUTUAL TERMS, COVENANTS AND CONDITIONS SET FORTH HEREIN AND IN THE INDIVIDUAL LEASE CONTRACT MADE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_ FOR THE PREMISES LOCATED AT: \_\_\_\_\_  
(Unit #) (Complex or Building) (Address)

OF WHICH THIS INDIVIDUAL LEASE CONTRACT ADDENDUM IS MADE A PART, TENANT DOES HEREBY AGREE TO THE FOLLOWING:

- 1. The Bedroom:** The term "the bedroom and/or dwelling unit" is to be substituted for "dwelling unit" wherever just the words dwelling unit appear in Article I Individual Lease Contract, Article II Rules & Regulations, Article IV Individual Lease Contract Addendum, or other documentation accompanying this Individual Lease Contract.
- 2. No Smoking:** Tenant and his family, roommates, girlfriend, boyfriend, friends, servants, invitees, agents, guests, and/or anyone claiming under them may not smoke inside dwelling unit at any time. This includes Tenant's bedroom. If Tenant or any of the others named above are smokers they must smoke outside.
- 3. Boyfriend or Girlfriend:** It is a violation of the Individual Lease Contract for boyfriend or girlfriend to live or stay overnight on a regular basis in the dwelling unit. See the section "Overnight and Long Term Guests" in Article II, Rules & Regulations.
- 4. Relocation of Individual Tenant:** To promote the well being of its Tenants; to separate Tenants that are not getting along, to maintain, operate, or renovate facilities; to establish a special interest building, floor or dwelling unit, to fill a dwelling unit; or for other reasonable purposes, Landlord may require Individual Tenant, upon seven days prior notice, to relocate to another dwelling unit within the same complex. The section "Relocations" in Article II, Rules & Regulations of this Individual Lease Contract applies until the date the Tenant's Individual Lease Contract starts. After Tenant's Individual Lease Contract starts, this section "Relocation of Individual Tenant" that is part of the Article IV, Individual Lease Contract Addendum supercedes the section "Relocations" in Article II, Rules & Regulations.
- 5. Getting Along:** Having roommates can mean that you need to compromise on certain issues and your roommates need to compromise on certain issues thus making it easier to share a dwelling unit. Landlord accepts no responsibility or liability for how roommates get along. Landlord encourages all roommates to meet together as a group when they first move in to establish guidelines for living together. Being a roommate means remembering the golden rule, "Do unto others as you would have them do unto you." In other words living with roommates means you need to be accommodating and reasonable. Try to adjust to their needs and they should try to adjust to yours. In other words: "GET ALONG WITH EACH OTHER! SHOW CONSIDERATION TO EACH OTHER!"
- 6. Music-TV-Games-Computer-Visitors:** The shared area of dwelling unit is for the use of all tenants living in dwelling unit or their family, roommates, girlfriend, boyfriend, friends, servants, invitees, agents, guests, and/or anyone claiming under Tenant. However all Tenants/roommates must respect each other and try to accommodate each other's needs and use of shared area space. Tenants and Tenant's roommates agree to work together to jointly decide and come to a consensus of how shared space is to be used. Music, TV, Games, Computer, Visitors, etc. are all to be: visited with, used and/or played with, whichever is applicable, in such a way, as not to disturb other Tenants and/or roommates. Tenant and Tenant's roommates agree to reach agreement on the hours of operation of anything causing sound or noise. This includes Tenant's voices, stereos, TV's, computers, types of music, vacuuming, exercising, musical instruments, etc. If roommates can't reach agreement on things such as type of music to be played etc. then Tenant agrees to listen through headphones and turn the speakers off. Also see the section "Noise" in Article II, Rules & Regulations.
- 7. Parties and Gatherings:** Sentences five and six in the section "Parties and/or Gatherings" in Article II, Rules & Regulations, are hereby deleted from this Individual Lease Contract and the following two sentences are substituted for sentences five and six: "However for safety reasons such as fire safety, insurance, and overloading, **Landlord must limit you and your roommates from having more than four (4) people over the number of Tenant(s) living in your dwelling unit.** Example: This means if your dwelling unit has four bedrooms and four Individual Tenants then you are allowed to have a total of eight (8) people including the four Individual Tenants that live there. This is all that is allowed in the dwelling unit, grounds, or on the premises at one time.
- 8. Shared Damages:** Tenant and all other roommates are responsible for any damages to any shared areas of dwelling unit. These damages will be prorated and charged to all Tenants/roommates with access to shared areas of dwelling unit unless Landlord can reasonably determine, at his discretion, which Tenant is responsible for said damage. In that event the Tenant responsible is to pay for those damages. If it cannot be determined which Tenant caused the damages in shared areas, then all Tenants leasing the dwelling unit will be responsible for all damages and if the damages are not paid by end of the Individual Lease Contract, then the damages will be prorated equally between all Tenants and deducted from each Tenant's security deposit. If the Tenant's security deposit is not sufficient to cover the damages then Tenant remains liable for the balance due. Since Tenant has an Individual Lease Contract, the second paragraph of the section "DAMAGE AND SECURITY DEPOSIT in Article II, Rules & Regulations is hereby deleted and not part of this Individual Lease Contract. The deleted paragraph reads as follows: "If more than one person rents the dwelling unit, Landlord at its option may pay the refund to any Tenant or Tenants named on the Lease Contract, and Tenants agree that they are responsible for dividing any refund of the security deposit or other monies among themselves. However, Landlord at its option may divide the refund between the Tenants in any manner Landlord feels is fair and issue a separate check or checks. All Tenants agree to hold Landlord harmless for whichever way Landlord chooses to issue refund checks."
- 9. Right to Contribution:** In general, if any Individual Tenant shall do something or neglect to do something which causes another Tenant/Roommate in the same dwelling unit to bear more than his or her pro-rata share of the: extra rent, other rent, charges, services, fines, fees, repairs, maintenance, replacements, penalties, damages, costs or other expense, the first Tenant shall be liable to such other Tenant to the extent that the amount paid by such other Tenant exceeds his or her pro-rata share. The right of such other Tenant to recover from the first Tenant in such a case shall be referred to herein as the "Right to Contribution."
- 10. Right to Indemnity:** If any Individual Tenant shall do something or neglect to do something which causes another Tenant/Roommate in the same dwelling unit to pay for any: extra rent, other rent, charges, service, fine, fee, repair, utilities, maintenance, replacement, penalty, damage, costs or other expense, which the other Tenant would not have normally been obligated to pay or pay for, the first Tenant shall be liable to such other Tenant to the full extent of the payment made or loss incurred by such other Tenant. The right of such other Tenant to recover from the first Tenant in such a case shall be referred to herein as the "Right to Indemnity". The provisions stated in this section, and in many of the other sections of this Addendum which are designed to create contractual obligations and duties among Tenants themselves shall not alter the liability of such Individual Tenants to Landlord under the Individual Lease Contract Article I, the Rules & Regulations Article II, Individual Lease Contract Addendum Article IV or any other Lease Document.

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**11. Phone Service:** Phone service is not included in the rent. Landlord recommends that Tenant get their own phone for their bedroom, either a regular phone and/or a cell phone. If Tenant decides to share a regular phone with other roommates, Landlord recommends that Tenant block all: 900 calls, autodialing of phone numbers, and long distance calls at the phone company. It is best if Tenant uses phone cards for long distance calls. It is Tenant's responsibility if he shares phone service with roommates to work out with roommates how to split cost of phone service and to be responsible to roommate(s) for paying his share of said phone service on a timely basis. Tenant is required to give Landlord his phone numbers.

**12. Gas Logs:** This applies to Kensington Meadows only. The gas logs are in a shared area. Tenant and his fellow roommates will jointly be responsible for paying for any propane gas used. The Tenant is billed for his share of propane gas used by taking the number of occupied bedrooms and dividing it into the number of gallons of propane gas all roommates use collectively, then each individual Tenant is billed for their share of the propane gas used. The rate per gallon you will be billed at, is approximately the same rate that the gas company's smallest customer pays for propane gas as of the date of billing. Tenant and his fellow roommates will jointly be responsible for paying for any propane gas used. Tenant also understands that a gas meter reading fee may be charged. The cost for the propane gas and any meter reading fee will be billed to each roommate on a pro-rata basis and Tenant will be responsible for paying his pro-rata share of the total amount of propane gas used. Tenant agrees that since there is no way to determine how much propane gas for the gas logs was used by each Individual Tenant that this is a fair and equitable way to split the cost.

**13. Neatness:** All Tenants and their roommates are to exercise neatness at all times. This means you are to clean up after yourself and any others that you are responsible for at all times and especially in the shared areas of the dwelling unit. For additional information see the section "Good Housekeeping." in Article II, Rules & Regulations, *Don't be a slob!*

**14. Cleanliness:** All Tenants and their roommates are jointly and severally liable for the cleaning of the shared areas of the dwelling unit on a regular basis. This cleaning is to be done on a regular basis as needed but at least as often as once a week. This includes the scrubbing clean of the kitchen, kitchen appliances, bathroom, and all floors cleaned, swept, mopped, and/or vacuumed, all surfaces dusted, or wiped clean including furnishings, windowsills, and any thing else that needs cleaning. All trash is to be removed to dumpster area. Exceptions: Any shared area baths are only the responsibility of the Individual Tenants and/or roommates using it unless other Tenants or their family, roommates, girlfriend, boyfriend, friends, servants, invitees, agents, guests, and/or anyone claiming under them use said bathroom. Tenant is solely responsible for the cleaning of any area solely for his exclusive use such as his bedroom, bedroom closet(s), and any bathroom or other designated area that is for his exclusive use. For additional information see the section "Good Housekeeping." in Article II, Rules & Regulations.

**15. Odors:** Tenant is to be aware that some people are very sensitive to certain odors or smells. Tenant is to refrain from causing and/or using products or foods, etc... that cause odors or smells that are offensive to other roommates. Some nonexclusive examples for some people could be: cooking cabbage on a regular basis, some perfumes, and bad body odor. Tenants must practice good personal hygiene habits when sharing dwelling unit with other roommates. This includes bathing on as regular a basis as is necessary to prevent bad body odor. It is Tenant's responsibility to work with roommates to resolve any problem odors. Landlord is not responsible for resolving such problems.

**16. No Candles and Incense:** No candles or incense may be lit or burnt within the dwelling unit including bedrooms at anytime without a written agreement from all Tenants and/or roommates within a dwelling unit agreeing to it. Said written agreement can be revoked at any time.

**17. Furnishings:** Unless listed on the Inventory and Inspection checklist and/or on Tenant's Individual Lease Contract, Tenant is responsible for providing their own furnishings. It is Tenant's and their roommates responsibility to reach agreement between themselves on who is to provide what, in regards to: all furnishings, decorations, TV, stereo, and game equipment and kitchen furnishings including dishes, pots and pans, silverware, etc... that are to be used in the common areas. Despite whoever provides said items for common area they should be for the use of all roommates in said dwelling unit. All roommates should respect each other's belongings. Each Tenant is responsible to all other Tenants of dwelling unit for any damage that he or his family, girlfriend, boyfriend, friends, servants, invitees, agents, guests, and/or anyone claiming under him causes to Landlord's or another Tenant's property. Tenant is to directly pay damages to the other tenant(s) for any such property of the other tenant(s) he damages. Tenant agrees that Landlord will not take any responsibility for settling such claims between individual tenants.

**18. Food and other Consumables:** Tenant and Roommates need to discuss whether they are going to share the cost of food and drinks or if they each are going to buy their own. Each roommate is responsible for paying for what they eat or drink on a timely basis. Landlord accepts no responsibility and it is Tenant's and roommates' responsibility to resolve who pays for what. Tenants and roommates need to decide on who pays for their share of consumables such as paper products, cleaning supplies, soap, shower curtains, etc...

**19. YOU:** In the Lease Contract and this Individual Lease Contract Addendum Article IV, the use of the pronoun "you" and "your" shall mean and refer to "Individual Tenant" and "Individual Tenant's".

**IN TESTIMONY WHEREOF,** Said parties have executed this addendum in multiple originals, a copy of which is retained by each of the parties, the day and year first above written. The undersigned certify that they have read and agreed to the above terms and conditions.

LANDLORD: \_\_\_\_\_ OWNER(S) By: \_\_\_\_\_  
dba HOLTON MOUNTAIN RENTALS  
(HOLTON MANAGEMENT, INC.)  
Agent for the Owner(s)

1. \_\_\_\_\_  
(Tenant)

Leasing Agent's Initials \_\_\_\_\_