

NONSTANDARD RENTAL PROVISIONS

Tenant(s) and Landlord must initial each relevant paragraph, and sign at the bottom of this form.

Initials

I. _____ **Mitigation of Rental Agreement:** In the event the Tenant(s) vacates the premises before the end of the tenancy as defined in the rental agreement, or notifies Landlord of Tenant(s)'s intent to vacate before the end of the tenancy, Tenant(s) acknowledges Landlord has a duty to mitigate the damages by attempting to re-rent the premises. Landlord is permitted to deduct its costs of mitigating a rental agreement before applying any proceeds of rent collected to offset Tenant(s) liability to Landlord. In the event the Landlord mitigates this rental agreement, Tenant(s) acknowledges the minimum cost of the Landlord in fulfilling its duty to mitigate shall be \$500.00, and may be higher depending on the circumstances. Tenant(s), agrees to pay, and specifically authorizes Landlord to deduct its costs of mitigating the rental agreement from the Tenant(s)'s security deposit, without further accounting to Tenant(s) of its actual cost, except in the event the cost exceeds \$500.00, in which case Landlord will specifically itemize and account for its costs.

II. _____ **Service Charges:** In the event Tenant(s) is responsible for payment of municipal utilities Tenant(s) agrees to pay said utilities in a timely manner, prior to any penalties being assessed, and to present a paid "final" receipt to Landlord upon surrender of the premises. In the event Tenant(s) does not pay said bills in a timely manner, or in the event a final receipt is not presented upon surrender, Landlord may, at its option, contact the utility provider, obtain the balance and pay the amount due. Tenant(s) specifically agrees to reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$35.00 for each instance in which Landlord contacts the utility provider to obtain the balance and pays the amount due. Tenant(s) specifically authorizes landlord to deduct any such unpaid charges from Tenant(s)'s security deposit.

III. _____ **Damages:** Tenant(s) agrees that its occupancy of the Premises may result in conditions which impair the usefulness of the Premises for future occupants, including but not limited to smoking and cooking which can leave odors in the carpeting, window coverings and painted surfaces, pets, or activities which can promote the growth of mold. Landlord may determine that special cleaning of carpets or other parts of the Premises and repainting walls or ceilings is necessary to protect those future occupants who may have sensitivities or allergic reactions to these conditions. This determination will be based on Landlord's post-occupancy inspections of the Premises and Landlord will advise Tenant(s) if any action is necessary. It is agreed that these actions by Landlord are not routine maintenance and repair but are necessary to remedy any impairment of the usefulness of the Premises and Tenant(s) agrees the cost of these actions may be withheld from any refund of the security deposit on the Premises.

IV. _____ **Authorization to Enter for Repairs:** In the event Tenant(s) requests maintenance or repair services inside the premises, Tenant(s)'s request for such repairs or maintenance shall automatically be considered authorization for Landlord or its designated contractors to enter the premises without further notice to the Tenant(s) during reasonable business hours, and within a reasonable time from which the repairs or maintenance are requested, unless Tenant(s) makes a written request for service specifically indicating that Landlord must contact Tenant(s) before performing such repairs or maintenance.

V. _____ **Authorization to Enter in final 30 days of tenancy:** During the final 30 days of tenancy, or upon notice by either party of intent to terminate tenancy, Tenant(s) authorizes Landlord to enter the premises during reasonable times to show the unit to prospective future Tenant(s) without further notice.

VI. _____ **Security Deposits of Joint Tenant(s)s:** When two or more Tenant(s)s are party to a lease, and when the premises are surrendered by fewer than all of the Tenant(s)s party to the rental agreement, the landlord may withhold any security deposit until 21 days after all Tenant(s)s party to the rental agreement have surrendered the premises, even if that surrender occurs, pursuant to ATCP 134.06(2)(b)2., after the last day of tenancy provided under the agreement.

Date: _____

Tenant _____

Tenant _____

Landlord _____