

**DEFINITION ANNEX TO APARTMENT LEASE**

1. **Landlord:** \_\_\_\_\_
2. **Landlord's Representative:** Maplegrove Property Management, LLC, is the company which manages the Community for Landlord. Landlord's Representative is Landlord's agent.
3. **Landlord's Representative's Address:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. **Landlord's Representative's Email Address:** \_\_\_\_\_
5. **Resident(s):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. **Resident's Address:** The address of the Apartment Home  
\_\_\_\_\_
7. **Additional Live-In Residents:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. **Community:**  
\_\_\_\_\_
9. **Lease and Possession Start Date:** \_\_\_\_\_ at 8 a.m.
10. **Lease and Possession End Date:** \_\_\_\_\_ at 11:59 p.m.
11. **Deposit:** \_\_\_\_\_
12. **Deposit Bank:** \_\_\_\_\_
13. **Deposit Bank's Address:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. **Antenna Deposit:** \$ \_\_\_\_\_
15. **a. Apartment Rent:** \$ \_\_\_\_\_ per month
  - b. **Carport/Garage Rent/Storage:** \$ \_\_\_\_\_ per month
  - c. **Pet Rent:** \$ \_\_\_\_\_ per month
  - d. **Appliance Rent:** \$ \_\_\_\_\_ per month**Total Rent:** \$ \_\_\_\_\_ per month ("Rent")
16. **Month-To-Month Rent:** \$ \_\_\_\_\_ plus the higher of the Fair Market Rent or the current monthly Rent being paid by Resident immediately prior to the commencement of the month-to-month tenancy. The "Fair Market Rent" equals the rent that Landlord would charge for an apartment home comparable to the Apartment Home on the date that Landlord provides notice to Resident of the Month-to-Month Rent.

**17. Late Charge Date:** The \_\_\_\_\_ day of the month.

**18. Late Charge:** \$ \_\_\_\_\_

**19. Daily Late Fee:** \$ \_\_\_\_\_

**20. NSF Charge:** \$ \_\_\_\_\_

**21. Utilities To Be Provided By Tenant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**22. Nonrefundable Fees:**

\_\_\_\_\_

**23. Lock-Out Fee:** Subject to the Lock-Out Addendum, if any, the Landlord's Representative will be available to assist with a lock-out at no charge during business days during normal business hours. During non-business hours, the Resident shall contact a locksmith, and shall be solely responsible to all fees incurred to the locksmith. The suggested locksmith can be reached at: \_\_\_\_\_

**24. Key, FOB, Access Card, Remote Control Replacement Charge:**

\$ \_\_\_\_\_

**ADDITIONAL DEFINED TERMS:**

1. **Definition Annex:** This Definition Annex to Apartment Lease
2. **Additional Live-In Resident:** A person who is under 18 years of age, or has a legal guardian, at the time of the Lease Start Date or when the applicable Renewal Term begins, as identified in Resident's rental application or as subsequently changed with the prior written consent of Landlord.
3. **Lease Term:** The term commencing on the Lease Start Date and ending on the Lease End Date. The Lease Term also includes any Renewal Term, or other extension of the Lease.
4. **Common Areas:** All parking lots, driveways, walkways, passageways, landscaped areas, laundry rooms, recreational areas and other areas and facilities available for common use by residents.
5. **Community Rules:** Any and all written Community policies, rules or procedures, all of which shall be considered part of this Lease, including without limitation, the Community Policies and Procedures attached as an addendum to this Lease.
6. **Landlord's Related Parties:** Collectively, Landlord, Landlord's Representative and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of Landlord and Landlord's Representative.
7. **Resident Parties:** Resident, Additional Live-In Resident and their guests and invitees.
8. **Rent Concession:** Any rent or similar concession, whether by free rent, partially abated rent, reimbursed expenses, waived fees or otherwise.
9. **Losses:** Any claim, action, lien, liability, fine, damages, injury (whether to person or property or resulting in death), cost or expense, including reasonable attorneys' fees (including in-house counsel and appeal).
10. **Claim.** Any claim for relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset.

- 11. Enforcement Costs:** Landlord's costs of enforcing the terms of this Lease and of collection, including collection agency costs, litigation costs, and reasonable attorneys' fees (including in-house counsel and appeal), whether or not a lawsuit is brought.
- 12. Non-Rent Defaults:** Defaults under this Lease, other than the failure to pay rent or other amounts due under this Lease that are considered "Rent" by applicable law or under this Lease.
- 13. Rent Damages:** Rent due and owing, the Late Charge, the Daily Late Fee and Enforcement Costs.
- 14. Rent Default Termination Damages:** The total sum of 2 months' Rent, the cash value of any Rent Concession and the Enforcement Costs.

**Attachments:**

- |   |  |
|---|--|
| <input type="checkbox"/> Appliance Addendum     | <input type="checkbox"/> Change in Resident Addendum |
| <input type="checkbox"/> Community Policies     | <input type="checkbox"/> Concession Addendum         |
| <input type="checkbox"/> Condition Form         | <input type="checkbox"/> Good Neighbor Commitment    |
| <input type="checkbox"/> Guaranty of Lease      | <input type="checkbox"/> Lead Based Paint Addendum   |
| <input type="checkbox"/> Local Law Addendum     | <input type="checkbox"/> Lock-Out Addendum           |
| <input type="checkbox"/> Parking Space Addendum | <input type="checkbox"/> Pet Addendum                |
| <input type="checkbox"/> Renewal Addendum       | <input type="checkbox"/> Renter's Insurance Addendum |
| <input type="checkbox"/> Smoke Free Addendum    | <input type="checkbox"/> Storage Addendum            |
| <input type="checkbox"/> _____                  | <input type="checkbox"/> _____                       |

LANDLORD: By: \_\_\_\_\_ Name: \_\_\_\_\_ Authorized Representative

RESIDENT(S):

**THIS IS A BINDING LEGAL DOCUMENT WHICH SHOULD BE REVIEWED PRIOR TO SIGNING IT. CAREFULLY READ THIS ENTIRE LEASE, WHICH CONSISTS OF THE DEFINITION ANNEX, APARTMENT LEASE, EXHIBITS, ADDENDA, AND ATTACHMENTS (ALL OF WHICH ARE COLLECTIVELY CALLED THE "LEASE" OR THE "APARTMENT LEASE").**

**RESIDENT PROMPTLY SHALL INFORM LANDLORD'S REPRESENTATIVE AT THE ON-SITE MANAGEMENT OFFICE IF RESIDENT HAS ANY PROBLEMS WITH THE APARTMENT HOME OR COMMUNITY. IF RESIDENT IS NOT SATISFIED WITH THE RESPONSE FROM THE ON SITE MANAGEMENT TEAM, RESIDENT MAY CONTACT MAPLEGROVE PROPERTY MANAGEMENT, LLC AT \_\_\_\_\_. MAPLEGROVE PROPERTY MANAGEMENT, LLC SHALL RESPOND TO RESIDENT'S COMPLAINT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Signature

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Print Name Date

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