REAL PROPERTY POSSESSION AND LEASE AGREEMENT

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**REAL PROPERTY POSSESSION AND LEASE AGREEMENT**

**THIS REAL PROPERTY POSSESSION AND LEASE AGREEMENT,** (hereinafter referred to as the “Agreement”) made as of , 20 , by (hereinafter referred to as “Lessor”), and:

Lessee 1: Lessee 2: .

(Hereinafter referred to (and if applicable, collectively) as “Lessee”).

In consideration of the rents and mutual covenants herein set forth, Lessor and Lessee agree:

1. **PREMISES**. The lessor leases to the lessee and the lessee rents from the lessor the premises described in ***Exhibit “A”*** attached hereto, together with all improvements thereon, (herein referred to as the “premises”), under the following terms and conditions:

2. **INITIAL TERM**. The initial term of this Agreement shall commence on and continue until the dates set forth in ***Exhibit “A*** “, unless extended or sooner terminated as hereinafter provided.

3. **POSSESSION AND OCCUPANCY**. The premises shall be used only as a residence by the Tenant. The premises will not be used or allowed to be used for any unlawful purposes, or for any purposes deemed hazardous by the Landlord or Landlord’s insurance company because of risk. The Tenant will conform with and obey the laws, ordinances, rules, regulations, requirements and order of all governmental agencies having jurisdiction on said premises and the use and occupancy thereof.

4. **RENT**.

A. **Rent.** The lessee agrees to pay to the lessor rent for the premises during the term hereof in monthly installments on the 1st day of each month in advance and without notice, which rent shall be payable to lessor in the amount and at the address shown on ***Exhibit “A”*** or at such other place as lessor may hereafter specify in writing. The annual rental shall be the amount set forth on ***Exhibit “A”*** and which is paid by the monthly installment amount set forth in ***Exhibit “A*** “. Said installment shall be paid for each and every month during the “Term” of this Agreement. ***MAILING THE RENT BY THE DUE DATE DOES NOT CONSTITUTE PAYMENT. RENTS MUST BE RECEIVED AT THE OFFICE OF THE LESSOR BEFORE 5:00 O‘CLOCK P.M. ON THE DUE DATE OF EACH MONTH TO BE CONSIDERED PAID. MONIES RECEIVED ARE APPLIED FIRST TO CLEAR OUTSTANDING BALANCES, IF ANY, AND THEN TO THE CURRENT RENT. CASH MAY OR MAY NOT BE ACCEPTED AS SPECIFIED BY LESSOR.***

B. **Security Deposits**. There shall be no security deposit.

*5.* **CONDITION AND IMPROVEMENTS**. Lessee accepts premises in its present “AS IS” condition. Lessee accepts all risks attendant with possession of the premises. Lessee waives any and all claims whatsoever against lessor based upon the condition of the premises at the time of the execution of this Agreement and lessee’s possession thereof.

Lessor agrees to offer Warranty during the first thirty (30) days of this Lease on the heating, cooling, plumbing and electrical systems.

6. **USE**. The premises may be used for residential purposes only and shall be occupied only by the lessee. The premises shall be used so as to comply with all state, county and municipal laws and ordinances and shall be kept in a clean and orderly condition. Lessee shall not use the premises or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with neighbors. Lessee shall be responsible and fully liable for the conduct of his guests. Acts of guests in violation of this Agreement or lessor’s rules and regulations may be deemed by lessor to be a breach by lessee.

7. **SMOKE DETECTORS**. Lessee acknowledges the requirement for working smoke detectors in the premises, and agrees to install if necessary and in all events, test all detectors monthly for proper operation, and further agrees to replace any batteries (if so equipped) when necessary. Lessee further acknowledges an ability and understanding of how to test the smoke detector. Lessee also agrees to repair or replace any inoperative smoke detector immediately should it fail to operate properly during any test.

8. **MAINTENANCE, REPAIRS**. Lessee acknowledges the premises are in good order and repair and habitable. Lessee agrees to keep the inside of the premises in good repair, including the plumbing, electrical, wiring, air conditioning and heating equipment and all appliances, and to paint walls if necessary and be responsible for all glass and casualty damage. Any and all work done or to be done by lessee in or about the premises shall only be done by lessee directly and the individual industry thereof, or under written contracts or contractor’s proposals by third parties and contractors approved in advance by lessor. Upon any termination of this Agreement then lessee shall surrender possession of the premises in good and rentable repair, reasonable wear and tear excepted. If lessee’s repair, replacement, installation and/or maintenance responsibilities conflict with any state laws to the contrary, then lessee as allowed by law, agrees expressly to waive and relinquish fully any protections so provided or to the extent so allowed by law. Lessee shall be responsible for damages caused by lessee’s failure to perform completely or in a workmanlike manner, the required repairs, replacements, installations and/or maintenance to and of the premises. Lessee shall be responsible for lessee’s negligence and of lessee’s family, invitees, licensees and guests. Lessee shall mow, irrigate, fertilize, treat for insects, and maintain any surrounding grounds, including lawns, shrubbery and gutters, and keep the same clear of rubbish, trash, weeds or leaves if such grounds are part of the premises and are available for the use of lessee. Should lessee fail to do so, lessor, after attempting to notify lessee, may, but is not required to, maintain lawns and/or shrubbery by using a professional yard maintenance company. Lessee agrees to pay the cost of any such yard maintenance as additional rent. It is a condition of this Agreement that after the aforesaid thirty (30) Day Warranty Period the Lessee shall be responsible for all maintenance to the premises, including and without limitation the heating, cooling, plumbing and electrical systems.

9. **APPLIANCES.** All appliances of any kind are specifically excluded from this Agreement. Such appliances remain as a convenience to lessee, and lessor assumes no responsibility for their operation. No part of the monthly rent is attributable to them upon move-out. Any appliance installed on or placed upon the premises after the signing of this Agreement shall belong to lessor if this Agreement is terminated or if lessee vacates, surrenders, or is evicted from the premises. This shall include but not be limited to refrigerators, water heaters, dryers, well-pumps, irrigation pumps, air conditioning units and/or compressors.

10. **ALTERATIONS**. Lessee will not make, or allow to be made, any other alterations, repairs, replacements, installations or redecoration of any kind to the premises without prior written permission of lessor. Notwithstanding such consent, lessee agrees all alterations including and without limitation any items affixed to the premises, shall become the property of lessor upon the termination of this Agreement. This includes, but is not limited to, appliances, HVAC systems/units, ceiling fans, window treatments, carpeting, fencing, light fixtures, shrubs, flowers, and all landscaping. Removal of these items shall be considered theft subject to civil and criminal prosecution.

11. **RULES AND REGULATIONS**

11.1 Locks and Burglar Alarms. Lessee is prohibited from adding locks to or changing or in any way altering locks installed on the doors of the premises without written permission of lessor. Upon receiving written permission, it is mandatory for lessee to provide lessor immediately with keys to such locks. Lessee is prohibited from installing a burglar alarm to or changing or in any way altering any existing burglar alarm installed on the premises without written permission of lessor. If the installation or changing of such burglar alarm is permitted, it is mandatory lessee shall immediately provide lessor with all codes to such burglar alarm. Lessee agrees lessor is not liable for any unauthorized entry into the premises of any kind.

11.2 Utilities. Lessee is responsible for payment of all utilities, to include water, sewage, garbage collection, cable TV, electricity, gas, local telephone service; even if the bills remain in lessor’s name. Failing to pay the utility bills will be interpreted as a default hereunder and a violation of this Agreement. Any installation costs are the responsibility of lessee. Any wall jacks, telephone or cable installation shall remain with the premises.

11.3 Telephones. Lessee shall obtain a home telephone and must supply lessor with home and work telephone numbers immediately and agrees to notify lessor immediately within forty-eight (48) hours of any change of numbers during the term of this Agreement.

11.4 Storage. No goods or materials of any kind or description which are combustible or would increase fire risk, shall be stored on the premises. Any storage shall be at lessee’s risk and expense and lessor shall not be responsible for any loss or damage.

11.5 Good Housekeeping Expected of Everyone. Lessee agrees to keep the premises in a clean and sanitary condition, and to remove any trash or rubbish as it accumulates.

11.6 Pest control. Lessee agrees to provide pest control as needed. Any infestation shall constitute a default of this Agreement.

11.7 Furnace maintenance. Lessee shall change HVAC furnace and A/C filter(s) monthly.

11.8 Kerosene Heaters and Appliances. Lessee agrees not to use any form of Kerosene space heater in the premises.

11.9 Water beds. No water bed may be kept in the premises without prior written permission of lessor. A condition of any approval is a waterbed insurance policy paid by lessee with lessor listed as loss payee.

11.10 Vehicles. Vehicles shall NOT be parked in the yard at any time. Non-operative vehicles are not permitted on the premises. Any such non-operative vehicle may be removed by lessor at the expense of lessee, for storage or public or private sale, at lessor’s option, and lessee shall have no right of recourse against lessor thereafter. All vehicles shall be parked and maintained in accordance with local ordinance and Homeowner’s Association Regulations (if applicable).

11.11 Yard care. Lessee will be responsible for maintaining the lawn, bushes, trees, flowers, gravel, and all other landscaping in a neat and attractive manner. If not cared for, lessor may pay for maintenance to be done professionally and lessee shall be responsible to pay for same.

11.12 Gutters and Roofing. Lessee must keep gutters cleaned as needed, and roof shingles/tiles in good order.

11.13 Basements. Lessor does not warrant basement against any leakage of any kind at any time, if applicable.

11.14 Septic. If the premises uses a septic tank, lessee shall not abuse system, e.g., do not deposit cooking oil, tobacco, coffee grounds or unnecessary food or other wastes or materials, including diapers and sanitary napkins, down sinks or commodes. Lessee shall add septic tank treatment regularly, as is available at home supply stores and to keep the system operating properly and efficiently and to make any and all necessary repairs or improvements. Lessee is prohibited from adding a garbage disposal to any house which has a septic system.

12. **PETS**. Pets, birds, fish, or other animals of any kind, permanent or visiting, indoor or outdoor, shall be permitted on the premises with prior verbal or written consent of lessor. Authorized pets can be listed below if lessor requires. By this listing, lessee agrees to be liable fully for damages and injuries to property and/or people which might be caused by pets. Lessee agrees that if said pets should at any time become in any way a nuisance to neighbors, lessee will, upon notice of lessor, immediately remove said pets from the premises. Any unauthorized pets found on the premises may be removed by lessor.

13. **LIABILITY AND PROPERTY LOSS**. Lessor is not liable for damage, theft, vandalism, or other loss of any kind to lessee’s personal property or the personal property of lessee’s family members, invitees or guests. Lessor shall not be responsible or liable for any injury, loss or damage to any person or property of lessee or any other person.

14. **RENTER’S INSURANCE.** Lessee agrees to purchase comprehensive insurance, known as a Renters’ Insurance Policy, against all perils, including but not limited to insurance on personal property or property of other persons from protection of loss due to or caused by theft, vandalism, bursting or breaking pipes, by or from fire, windstorm, hail, flooding, leakage, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage or the overflow of water or sewage on the premises. Said policy shall include general liability coverage of $300,000.00 minimum. With respect to any renewal policy, a duplicate original policy shall be furnished to the lessor by lessee not less than ten (10) days prior to the expiration date of the then existing policy.

15. **RADON GAS DISCLOSURE AND DISCLAIMER. Radon can present health risks, and Lessor did not test for Radon and makes no representations regarding Radon. Lessee hereby waives any and all actions against Lessor related to Radon.**

16. **FIRE.** Ifthe premise is made uninhabitable by fire or other casualty, not the fault of lessee, this Agreement shall be voidable by either party.

17. **RIGHT OF ACCESS**. During reasonable hours, lessor may enter the premises without notice to lessee for inspection and maintenance. If locks were changed without providing lessor with a key, lessor may enter forcibly without being liable for damage or unlawful entry. Lessor may enter at any time in case(s) of emergency. During the last sixty (60) days of occupancy, or upon notification of intent to vacate, lessor may place a sign on the premises and/or may install a lock-box and show the premises during reasonable hours. Lessor will attempt to notify lessee, but is not obligated to do so.

18. **COMPLIANCE WITH LAWS.** Lessee will comply promptly with and abide by all applicable laws, ordinances, and regulations of federal, state, county, municipal, and other lawful authority pertaining to the use and occupancy of the premises.

19. **ASSIGNMENT AND SUBLETTING** . Lessee may not assign this Agreement or sublease the whole or any part of the demised premises without the prior written consent of the lessor.

20. **BANKRUPTCY**. Should lessee make an assignment for benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this Agreement for which all rights of lessee or lessee’s successors in interest under this Agreement shall automatically terminate.

21. **EMINENT DOMAIN**. If all of the premises are taken under the power of eminent domain or conveyed by voluntary deed in lieu of condemnation proceedings, or if only a part of such premises is so taken or conveyed and the remainder thereof is inadequate or unsatisfactory for lessee’s purposes (the determination of which shall not be made arbitrarily or capriciously) then, in either such event, this Agreement shall terminate effective as of the date lessee is required to vacate the premises. The termination of this Agreement as above provided shall not operate to deprive lessee of the right to make claims against the condemning authority for any damage suffered by lessee, but lessee possesses no right to make any claim against lessor because of such termination. If this Agreement is not terminated as above provided, lessor and lessee shall agree upon an equitable reduction of rent for the remaining portion of the premises, but no reduction of rent shall occur if the taking does not include any of the building. If the parties fail to agree upon such reduction within sixty (60) days from the date of the final payment for the part of the leased premises so taken or conveyed, then either lessor or lessee may give thirty (30) days’ notice of termination.

22. **ATTORNEYS’ FEES AND COSTS: ARBITRATION.** In theevent of any dispute or claim concerning this Agreement the prevailing party therein shall be entitled to recover from the other party all its costs and expenses, including attorneys’ and paralegals’ fees. If lessor engages an attorney, or if suit is brought to enforce any covenant of this Agreement, or for the breach of any covenant or condition herein contained, the lessee agrees to pay lessor’s attorney’s fees and all costs of collection of rent and other sums due hereunder, regardless of whether incurred before, during or after arbitration, whether suit is brought, and regardless of whether incurred before, during or after any notice of claim, arbitration, mediation, trial, appellate or Bankruptcy proceedings.

23. **DEFAULT AND CROSS-DEFAULT.** If lessee fails to pay any installment of rent as provided herein within five *(5)* days from the date due, or if the lessee fails to cure any other default under this Agreement within twenty-four (24) hours after receipt of the written notice of such default by the lessor, then lessor may terminate this Agreement without further notice and may (I) recover immediately from lessee all rent and other sums due by lessee hereunder; (ii) cure such default and the expense of the curative action be added to the rent otherwise due; or (iii) enforce performance in any manner provided by law. In any such event of default, lessor may (i) re-enter the premises without further notice and remove all persons from lessors property without being liable for trespass and without prejudice to any right or remedy for arrears of rent or breach; (ii) resume possession of the property and re-let the same for the remainder of the then operative term; (iii) in lieu of terminating the Agreement, from time to time or at any time bring an action or actions for recovery of the rent due and unpaid or for any installment or installments thereof; or (iv) terminate Lessee's right to possession of the premises by

any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the premises to Lessor.

In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including but not limited to, the cost of recovering possession of the premises; expenses of re-letting; reasonable attorney's fees; the present worth (at the time of award) as determined by the Court having jurisdiction thereof of the amount by which the unpaid rent and other charges called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Lessee proves could be reasonably avoided; and that portion of any leasing commission if any paid by Lessor and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate of interest under law.

However, Lessor shall use its best efforts to mitigate damages, or (v) the lessor may re-enter and re-let the premises in lessor’s name, but for the account of the lessee, as agent, for a period equal to or greater or less than the remainder of the term hereof for any sum or sums which lessor may deem reasonable to any tenant or tenants and apply the sums received from such re-letting to the rents due hereunder by the lessee. In latter event, if there is any surplus amount received by the lessor over and above the rent and other sums due by lessee hereunder and the expenses, including attorneys’ and paralegals’ fees for such re-letting, lessor shall be entitled to same.

Any deficit after deduction for costs, fees and expenses, including lessor’s attorneys’ and paralegals’ fees, shall be recoverable by the lessor by suit against the lessee in appropriate proceedings. Lessor enjoys a “landlord’s lien” upon the fixtures, and other personal property belonging to the lessee which are on the premises, as security for unpaid rent and other sums due by lessee hereunder and shall be entitled to all of the remedies available to lessor under the laws of the State of . If lessee enters into any other agreements with lessor concerning the premises of lessor and lessee defaults on any provisions thereof, then this Agreement shall also be considered in default.

24*.* **QUIET ENJOYMENT**. Lessee, upon paying the rent and performing the covenants and Leases of this Agreement, shall have, hold and enjoy the premises quietly and all rights granted lessee in this Agreement during the term hereof.

25. **ABANDONMENT OF PREMISES**. The premises will be considered abandoned if left unoccupied for more than ten (10) days while rent remains unpaid without notice to lessor. Lessor may declare this Agreement forfeited and re-rent the said premises without any liability whatsoever. Lessee’s obligation will be based on the balance of the Lease Agreement. If lessee removes or attempts to remove any personal property from the premises other than in the usual course of continuing occupancy, without first paying lessor all monies due, then lessor may obtain, without notice, an injunction to stop removal under an attachment interest in the personal belongings of the non-paying lessee. Lessor shall may also remove, store or dispose of any of lessee’s personal property remaining on the premises after the termination of this Agreement. Such personal property shall become lessor’s property with all rights and title thereto vested in Lessor.

26. **INDEMNIFICATION**. Lessee shall indemnify and hold lessor harmless from and against any and all penalties, claims, demands and liability of any kind or any nature including attorneys’ and paralegals’ fees, all as may be made or sought against lessor or the premises arising out of or in any way connected with lessee’s repair to habitability, occupancy, use, maintenance or operation of the premises. Lessee shall hold harmless and defend lessor from and against each and every such claim.

27. **HOLDING OVER.** If lessee remains in possession of the premises after expiration of the term hereof, lessee shall be **a** tenant at will with an unwritten month by month occupancy agreement. There shall be no renewal of this Agreement by operation of law. The monthly rent during any period beyond the term shall remain the same unless lessee receives verbal or written notification of change by lessor with at least a ten (10) day advance notification. If lessee remains in possession after default by lessee then monthly rent will become twice the then monthly rent, and all monies in arrears shall be instantly due and payable.

28. **NET LEASE**. This Agreement is intended to be and the rent hereinto set forth shall be net absolutely to the lessor so this Agreement shall yield-net to the lessor the rent specified and all costs, expenses and obligations of every kind and nature, whether now existing or hereafter arising, including and without limitation maintenance fees and expenses, and all utility and operational costs, shall be the exclusive obligation of and paid by the lessee.

29. **LATE PAYMENT PENALTY**. In the event any rent or other payment due hereunder shall not be paid within five *(5)* days after such payment is due, then in addition to any and all other rights or remedies lessor shall have, lessee shall pay lessor a late payment penalty of an additional ten percent (10%) of the amount of such late payment.

30. **EXCULPATORY CLAUSE**. The lessor’s liability under this Agreement shall be limited to lessor’s ownership interest in the premises.

31. **EVICTION**: If rent is not paid when due, fully and lawfully, then lessor in any event may assert immediately any and all legal, equitable and contractual remedies to enforce this Agreement. Without limitation to any other remedy, Lessor may petition for a Writ of Summary Possession and evict and remove lessee and any other occupants. Should lessee answer petition, lessee hereby agrees to pay into the registry of the trial court all monies and all rent due through the court date. Whenever lessor is entitled to possession of the premises: (i) lessee will surrender same to lessor in as good condition as at present, ordinary use and wear excepted, and lessee will remove all lessee’s effects, and lessor may re-enter the premises and repossess same and remove all persons and effects therefrom using such force as necessary without being guilty of forcible entry or detainer, trespass or other tort. Lessee is hereby advised if such action is necessary, a judgment may be rendered against lessee for full damages including rent, eviction costs, and any additional costs and fees. Lessee shall also be responsible for the early termination fees as contained in Section 6 of this Agreement. If said costs and fees are not paid as ordered, monies may be collected through garnishment against wages and judgments may be recorded with credit bureaus and may be assigned to a collection agency for collection with all costs of collection being the responsibility of lessee.

32. **FAILURE OF LESSOR TO ACT.** Failure of lessor to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation, nor shall any acceptance of a partial payment of rent or partial acceptance of lessee’s repair, replacement, installation and/or maintenance, be deemed a waiver of lessor’s right to full amount or full performance.

33. **REMEDIES CUMULATIVE.** All remedies under this Agreement or by law or equity shall be cumulative. In the event either lessor or lessee brings legal action to enforce the terms hereof or relating to the rental of the premises or whether suit be brought and whether incurred before, during or after any claim, notice civil action, the appeal thereof on any Bankruptcy proceedings, the prevailing party shall be entitled to all costs incurred in connection with such action including attorneys’ and paralegals’ fees. If the services of a collection agency are necessary to collect any amounts due hereunder, lessee agrees to pay said commission. If any term or provision of this Agreement or application thereof to any person is determined invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

34. **NO ESTATE IN LAND**. This Agreement shall create the relationship of landlord and tenant between lessor and lessee, respectively; no estate shall pass out of lessor. In the event an option agreement is in effect then landlord-tenant law shall not apply.

35. **NON-RECORDATION**: The Agreement shall not be recorded by lessee or any of lessee’s respective heirs and legal representative.

36. **LESSOR’S PERMISSION OR CONSENT.** If any provision of this Agreement requires the written permission, approval or consent of lessor as a condition to any act oflessee, such written permission or consent may be granted or withheld in the sole discretion of lessor and/or may contain such conditions as lessor deems appropriate and shall be effective only so long as lessee complies with such conditions.

37. **ACCURACY AND RESPONSIBILITY**. Lessor relied materially upon the information contained in lessee’s Application in drafting this Agreement and any Exhibit(s) attached hereto. Lessee warrants the Lease Application is true, complete and accurate. If any statements or facts on the Lease Application are false or misrepresented, lessor may immediately terminate this Agreement and any other agreements between the parties. Lessor shall be entitled to retain any improvements to the premises, and performance fee and any prepaid rents. If lessor exercises any option or right to terminate this Agreement, all persons and possessions are to be removed from the premises within 24 hours of notification by lessor. Lessee further agrees to indemnify lessor for any damages to the premises and waives any right of “set-off” and same shall be forfeited. This Agreement is between lessor and lessee who shall always be jointly and severally liable for the performance of every understanding and promise made herein with and to lessor.

38. **SUBORDINATION**. The Agreement hereunder is subordinate automatically to any mortgage now or hereafter placed on the premises; provided, as a condition to such subordination as to mortgages hereafter entered into, such mortgagee shall expressly covenant, or such mortgage shall provide expressly, that so long as the lessee is not in default under the respective Agreement, the lessee’s quiet possession of the premises shall remain undisturbed.

39. **NOTICES**. Any notices required or permitted hereunder shall be in writing and delivered by United States mail, postage fully prepaid or other package delivery and to the following addresses (or to such other address as either party may designate in writing and deliver as herein provided):

(a) LESSOR: To the address contained in***Exhibit* *“A”,***

(b) LESSEE: To the premises or the last known address of lessee.

40. **INDEMNIFICATION**. Lessor is not liable for any damages or injury to lessee, or any other person, or to any property, occurring on the premises or any part thereof or in common areas thereof, unless such damage is the clear result of the Lessor’s recklessness or unlawfulness. Lessee does hereby indemnify, release, and hold harmless lessor and lessor’s agents from and against any and all suits, actions, claims, judgments, and expenses arising out of or related to this Agreement or the use of the premises.

41. **SEVERABILITY.** If any part of thisAgreement is construed as unenforceable, the remaining parts hereof shall remain in full force and effect as though the unenforceable part or parts were not written into this Agreement.

42. **GENDER**. All references to lessee herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine where the context of this Agreement may require.

43*.* **COMPLETE AGREEMENT.** This Agreement and all attachments and exhibits contain collectively the complete expression of the parties on the subjects herein and therein set forth. There are no promises, representations or inducements except such as are so provided, incorporated herein or referenced hereby.

44*.* **ADDENDA. E**xhibits listed in the “Table of Contents” are attached hereto and made a part hereof.

45. **MISCELLANEOUS**. The provisions of this Agreement shall be binding upon the lessee and all respective heirs and legal representatives and inures only to the benefit of Lessor and Lessee, and lessor’s successors and assigns. It is a contract and shall be construed in accordance with the State of law.

**IN WITNESS WHEREOF**, this Agreement is executed as of the day and year first above written.

Signed and delivered LESSOR(s):   
in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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AS TO LESSOR (s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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LESSEE(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AS TO LESSEE (s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­­­­­­­­­­­

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**EXHIBIT “A”**

**LEASE RIDER**

A. **PARTIES**.

(i) Lessee(s): Name: \_

Name: \_

Address: \_

City, State, Zip: \_

(ii) Lessor(s): Name: \_

Address: \_

City, State, Zip: \_

Name: \_

Address: \_

City, State, Zip: \_

B. **PREMISES DECRIPTION**.

Street: .

City, State, Zip: .

C. **INITIAL TERM**

This lease shall commence on the day of , 20 and end at midnight on the day of , 20 .

D. **RENT**

The lease amount of $ shall be paid in monthly installments beginning on the day of , 20 .

**LESSOR(S): LESSEE(S):**

\_ \_

Printed Name Printed Name

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

For Lessor Printed Name(s) Signature

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

Signature Printed Name

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

Signature Signature

**EXHIBIT “B” -- REAL ESTATE PURCHASE OPTION AGREEMENT**

**AGREEMENT** dated , 20 , by and between (referred to an “Optionor”), and;

**OPTIONEE 1** **OPTIONEE 2**

Name(s): \_

Address(es): Phone Number(s): \_

[Hereinafter referred to (if applicable, collectively) as “Optionee” ];

1. **Optionor** desires to grant to Optionee the option to purchase **a certain** parcel of real estate property owned by Optionor located in , described on Exhibit “A” and made a part hereof (hereinafter referred to as the “Property”);

II. **Optionor** grants to Optionee an option topurchase the entire Property in Fee Simple Absolute, conditional on Optionee fulfilling all responsibilities under the Real Property Lease Agreement (hereinafter referred to as the “LEASE Agreement”) executed of even date herewith, and by reference incorporated herein. Such responsibilities include but are not limited to Optionee’s duty to maintain, improve, repair, renovate or otherwise make habitable fully, the Property. If Optionee fails to timely execute this Option Agreement as set forth then Optionee shall NOT be entitled to any remuneration or considerations for Non-Refundable Deposits, any repairs, replacements, installations to or maintenance of the Property regardless of the value of or significance to the premises.

III.  **Optionee,** recognizing the value of being able to acquire a homestead and/or primary residence property, desires to

purchase the Property upon the terms and conditions herein set forth.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein and the payment of $ ,

(a non-refundable option deposit) as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Optionor hereby grants unto Optionee, all respective heirs and/or successors, an irrevocable and exclusive option and right to purchase (“Option”) the interest of Optionor in and to the Property at a purchase price of $ . None of the rental payments as required in the aforesaid Lease Agreement shall be a credit against the purchase price if the option is exercised. The non-refundable option deposit will be applied to the purchase price if this option is exercised. The Option shall continue for 12 (twelve) months or unless and until there occurs a breach of the Lease Agreement. The Option shall terminate should Optionee default under the Lease Agreement, or upon any extension granted beyond the initial term of such Agreement. If option is exercised at any point in the future, even beyond expiration of initial option period or lease period, the entire option deposit shall be credited towards the purchase price.

2. Optionee shall exercise the Option by verbal notice by phone and written notice delivered to Optionor’s address contained in Exhibit “A” of the Lease Agreement, at least thirty (30) days prior to the expiration of the Option as provided above.

3. The closing of the purchase and sale of the Property shall be consummated not more than thirty (30)days after the exercise of the Option. Within fifteen (15) days after receipt of a Notice of Exercise, Optionee shall provide evidence of marketable title. All costs of the closing shall be borne by the Optionee including but not limited to closing attorney’s and appraisal fee. Optionor’s attorneys’ fees shall be paid by Optionor. Optionor shall convey title to the Property by warranty deed.

4. This Agreement is not assignable by Optionee to any other person or entity without the prior specific written consent or approval of Optionor, which shall not be reasonably withheld. This Agreement is executed within and shall be construed in accordance with the laws of the state of . No party shall record this Agreement, and if Optionee does record same it is a default hereunder and all option rights established herein shall terminate and be of no further force or effect.

*5.* If either party fails to perform any of the obligations or duties required under this Agreement, or otherwise is in default or breach hereof, or if a dispute arises between the parties concerning the performance under, or meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, disagreement or action, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing the applicable rights or duties hereunder, including and without limitation, attorneys’ and paralegal fees. The obligation to pay for such costs and expenses shall be binding regardless of whether incurred before, during or after trial, whether suit is brought or not, and regardless of whether incurred before, during or after any notice of claim, arbitration, mediation, trial, appellate or Bankruptcy proceedings.

**IN WITNESS WHEREOF**, the parties have executed the agreement as of the day and year first above written.

**OPTIONOR(s) Name**: Signature: **\_**

**OPTIONEE 1 Name:** **OPTIONEE 2 Name:** \_

Signature: **\_** Signature: **\_**