

**#3**

**A MUTUAL UNDERSTANDING OF THE CONCEPT OF "ORDINARY WEAR AND TEAR" AS IT APPLIES TO THE CONDITION OF RENTED PROPERTY UPON THE TERMINATION OF THIS AGREEMENT.**

Lessor and lessee both understand that some things simply wear out in the normal course of use. Carpet wears out as you walk on it, garbage disposals wear out sooner-or-later, and draperies wear out, sooner-or-later. This wearing out is due to "ordinary wear and tear".

Lessor and lessee also understand that some things are clearly beyond "ordinary wear and tear". Broken windows; stains in carpet; dirty carpet; cuts or tears in vinyl floors, stained, dirty, or torn draperies; damaged blinds; dirty or greasy appliances; dirty rooms; dirty or scratched, or tobacco stained walls/wood-work; nail holes or other holes, dings, scratches or marks on walls, doors, cabinetry, or trim, caused by the lessee, are not the result of "ordinary wear and tear". And to this, we, the undersigned, hereby agree.

For clarification, when we deliver a freshly painted apartment to a tenant, we expect that with ordinary care that paint-job should last four years. If a tenant moves in less that one year, and painting is required, we will charge 80% of the cost of the painting to the outgoing tenant. If a tenant moves after the first year, but in less than two years, and if painting is required, we will charge 60% of the cost of the painting to the outgoing tenant. If a tenant moves after the second year, but in less than three years, and if painting is required, we will charge 40% of the painting to the outgoing tenant. If a tenant moves after the third year, but in less than four years, and if painting is required, we will charge 20% of the painting to the outgoing tenant. IF THE TENANT REMAINS FOR MORE THAN FOUR YEARS, THERE WILL BE NO CHARGE FOR PAINTING UNLESS THERE IS CLEAR EVIDENCE OF TENANT ABUSE OF THE APARTMENT. If there are clear signs of tenant abuse of the premises, all costs of repair, repainting, or replacement caused by that abuse will be charged to the tenant.

**SMOKING: IF THE LESSEE PERMITS SMOKING IN THE UNIT, LESSEE HEREBY AGREES TO PAY ALL COSTS TO RE-PAINT THE UNIT.**

The lessor and lessee both agree that if, at the termination of this tenancy, the unit is left damaged or dirty (beyond the ordinary wear and tear mentioned above), the lessee will also be charged, up to a maximum of 3 days rent, for the time required for cleaning and repairs, plus the cost of the cleaning and repairs.

Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee: \_\_\_\_\_

Date: \_\_\_\_\_