

## **Apartment Under Construction Addendum**

This Addendum is incorporated into the Lease entered on <<TodayLong>>, by and between <<Owner Name>> (the "Landlord") and <<AllTenantLessee>> (the "Tenant") for the unit located at <<UnitAddress>> (the "Unit"). Any conflict between the terms of the Lease and this Addendum shall be resolved in favor of this Addendum. Landlord and Tenant agree as follows:

In the event the Community is under construction or renovation, Tenant agrees to observe all warning signs and blockades. Tenant agrees to stay away from the construction areas. Construction crews may work throughout the day to complete construction. Tenant acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by Tenant, occupants, guests, or invitees is strictly prohibited.

Tenant acknowledges that the noise and the inconvenience of such construction in the Community may cause minor disturbances to the quiet enjoyment of the Unit by the Tenant. Tenant further agrees that the cable and telephone services and amenities (including, but not limited to, the clubhouse, pool, bark park, playground, or other common areas) may be unavailable for use by Tenant, occupants, guests, and invitees during the period of construction. The Tenant hereby waives any right to withhold rent due to inconvenience or disturbance of quiet enjoyment of the Unit or the inability to use any services and amenities or put forward such noise or construction activity as a breach of Landlord or Landlord's representative duty pursuant to applicable law.

Although every attempt is made to provide all prospective Tenants with an accurate guaranteed move-in date, when the Community is under construction there are occasionally delays that are outside the parameters of what the Landlord or Landlord's representative can control. Should your selected Unit be delayed by construction, the Landlord or Landlord's representative will notify you as soon as is practicable and present you with an alternate move-in date or alternate location within the Community if one is available. Tenant understands that rent prices are subject to change. Rents are only guaranteed within 30 days of move-in. If an apartment home is secured for more than 30 days, an updated market rent price will be given prior to move-in. Should the reservation be canceled, the deposit will be forfeited.

By signing this agreement, you understand that your scheduled move-in date is subject to change pending any unforeseen construction issues. If you do not wish to agree to the amended Lease commencement date and, assuming we have been unable to deliver possession of your selected Unit to you as of the original Lease commencement date, you may elect to terminate the entire Lease and any deposit paid will be refunded to you (application fees are non-refundable). Your election to do so must be documented in writing and must be received by the Landlord or Landlord's representative within seven (7) days following our notice to you.

Additionally, you acknowledge that all advertised services and amenities may not be fully available until construction of the entire Community is completed.

I/we have read and understand ALL the foregoing related to this Community and hereby acknowledge:

- I/we understand that this Community and some or all its services and amenities are currently under construction and that upon move-in, all services and amenities may not be completed.
- I/we understand that Landlord or Landlord's representative, while making every effort to meet the targeted move-in date, cannot guarantee the move-in date due to unforeseen construction delays.
- I/we understand that I/we will not be compensated for any unforeseen occupancy delays or delays in the availability of services or amenities.
- I/we understand that should I/we choose to cancel for any reason other than construction delays, all termination charges will apply according to the application and/or Lease agreement I/we have signed.

This Addendum is entered into between Landlord and Tenant as of the Effective Date set forth in the Lease.

**Tenant:**

Signature: <<ST\_SA01>> <<ST\_SA02>> <<ST\_SA03>> <<ST\_SA04>>

Print Name: <<ST\_NA01>> <<ST\_NA02>> <<ST\_NA03>> <<ST\_NA04>>

Signature: <<ST\_SA05>> <<ST\_SA06>> <<ST\_SA07>> <<ST\_SA08>>

Print Name: <<ST\_NA05>> <<ST\_NA06>> <<ST\_NA07>> <<ST\_NA08>>

**Landlord or Landlord's Representative:**

Signature: <<ST\_SM01>>

Print Name: <<ST\_NM01>>