



COMMUNITY ADDENDUM

This Community Addendum (this “Addendum”) is made and entered into as of the same date as the Housing Contract (the “Contract”) to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Contract as if the terms of this Addendum were written into the Contract.

All installments and fees made payable to	Legends Place 4101 W. 24th Place Lawrence, Kansas 66047
NON-REFUNDABLE APPLICATION FEE	\$35
CO-SIGNER NON-REFUNDABLE APPLICATION FEE	\$15
NON-REFUNDABLE ADMINISTRATION FEE • Renewals are not required to pay fees twice	\$200
COMMENCEMENT DATE	August 13, 2010
EXPIRATION DATE FOR 12 MONTH CONTRACT	July 31, 2011
EXPIRATION DATE FOR 10 MONTH CONTRACT	May 31, 2011
EXPIRATION DATE FOR 5 MONTH CONTRACT	N/A
SHORT TERM PREMIUM • Housing Contracts for less than 12 months are offered on a limited availability at specific communities. The additional fee will be added to the monthly installment of Rent. Contact your Community office for more information and regarding your specific move in day.	\$50 for 10 months
INITIAL LATE CHARGE • Charged on the fourth (4 th) day of the month if Rent is not paid by the third (3 rd) day of the month. Rent is delinquent until Rent is paid in full.	\$35
DAILY LATE CHARGE • Charged per day beginning on the fifth (5 th) day of the month for a maximum of \$150.00. Rent is delinquent until Rent is paid in full.	\$10
RETURN CHECK CHARGE FOR EACH RETURNED CHECK	\$35
ASSIGNMENT FEE • To be paid by Resident or Assigned Resident or both	\$200
TRANSFER FEE from Exclusive Space to another exclusive space within the same Unit	\$50
TRANSFER FEE from Exclusive Space to another exclusive space in a different unit	\$150
RESIDENT LIFE FEE	\$100 annually
RECONNECTION FEE OF UTILITY SERVICES	\$75
INTERNET/CABLE CONNECTION FEE	\$25
In the event utilities are included in the Rent, the following “Threshold Amount” has been allocated for each service. If Resident exceeds the Threshold Amount (s), Resident will be charged and required to pay the overage amount:	
Electricity	N/A
Water / Sewer	N/A
Trash	N/A
Pest Control	N/A
Telephone	N/A
Cable TV	N/A
Internet	N/A
Gas	N/A
HOLDOVER DAILY FEE In an amount of the existing monthly installment of Rent.	150% of monthly Rent

INDEMNITY:

Paragraph 37. of the Housing Contract is inapplicable in Kansas.

INVENTORY:

Within five (5) days after move-in, Owner and Resident shall jointly inventory the Unit and complete a written record detailing the condition of the Unit and any furnishings within the Unit. Both Owner and Resident shall sign the inventory.

DEPOSIT:

Owner shall provide Resident an itemization of the application of the Deposit and a refund of the remaining balance of the Deposit, if any, within 14 days after determining the amount of any deductions from the Deposit, but in no event more than 30 days after termination of the tenancy, delivery of possession of the Exclusive Space to Owner by Resident and demand by the Resident. The amount of the Deposit required, if any, cannot exceed one month's rent, of 1 and ½ month's rent if the Unit has furnishings and/or Resident is allowed to keep a pet.

FAILURE TO DELIVER POSSESSION:

If Owner is unable to deliver possession of the Exclusive Space on the Commencement Date, Rent will abate until possession is delivered, and Resident may: (1) terminate the Housing Contract upon at least five (5) days' written notice to the Owner; or (2) bring an action for possession of the Exclusive Space.

FIRE OR CASUALTY DAMAGE:

If the Unit is damaged or destroyed by fire or casualty to the extent its use as a dwelling is substantially impaired, Resident may immediately vacate the Unit and notify the Owner in writing within five (5) days thereafter of Resident's intent to terminate the Housing Contract or remain in the Unit and receive a reduction in rent in proportion to the diminution in fair market value of the Unit.

DEFAULT BY RESIDENT:

If Owner elects, pursuant to paragraph 30. of the Housing Contract, to terminate Resident's right to possession of the Unit, Owner shall give Resident 30 days written notice. If Resident's default is other than a failure to pay Rent, such notice from Owner shall specify the acts and omissions constituting the default and, if the default is remediable by repairs or payment of damages, Resident may remedy the default within 14 days and the Housing Contract shall not terminate. In the case of nonpayment of Rent by Resident, the Owner may terminate the Housing Contract upon 3 days written notice. It is understood that in the event Owner terminates a Roommate's right to occupy the Premises and Unit, it shall be a default under this Contract by Resident for such Roommate to occupy the Premises and Unit. In addition, in the event of Resident's default, Resident shall be liable, to the fullest extent allowed by applicable law, for and shall pay: (i) a reletting fee equal to 85% of one month's Rent to offset the costs of reletting the Premises and Unit; (ii) all monthly Rent and other charges which are payable during the remainder of the term of this Contract, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Contract or applicable law. Resident acknowledges that the reletting fee is not a cancellation fee or a buyout fee. The reletting fee is liquidated amount covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Unit and Premises. Such damages are uncertain and difficult to ascertain.

ABANDONMENT:

If Resident is absent from the Premises for ten (10) consecutive days, during the term of the Contract, while all or any portion of the Rent is delinquent, and a substantial portion of Resident's belongings have been removed from the Unit, the Premises shall be deemed abandoned. Owner shall have the right to remove personal property remaining in a Unit and Premises deemed abandoned by complying with applicable law regarding seizure of personal property. Owner shall impose reasonable charges for storing such abandoned or seized property, and may dispose of same by public sale or otherwise upon 15 days notice pursuant to Kansas law.

CONFLICT:

In the event of any conflict between the terms of this Community Addendum and the Housing Contract, the terms of this Community Addendum shall control.

The terms of this Addendum are agreed to and accepted by:

OWNER:

RESIDENT:

Signature: _____

Signature: _____

Name Printed: _____

Name Printed: _____

SAMPLE