

EXTERIOR MAINTENANCE AGREEMENT

IN ADDITION TO ALL RESPONSIBILITIES NOTED IN THE LEASE AGREEMENT FOR THE PREMISES LOCATED AT _____, TENANT(S) ACKNOWLEDGE HE/THEY ARE RESPONSIBLE FOR MAINTAINING THE EXTERIOR OF THE LEASED PREMISES IN THE CONDITION RECEIVED AT THE COMMENCEMENT OF THE LEASE OR AS OTHERWISE IMPROVED THEREAFTER, OR BETTER, INCLUDING BUT NOT LIMITED TO THE FOLLOWING ITEMS:

1. AT ALL TIMES DURING THE LEASE TERM, TENANT(S) SHALL MAINTAIN THE EXTERIOR OF THE PREMISES CONSISTENT WITH THE REQUIREMENTS OF THE REQUISITE HOME OWNERS ASSOCIATION, IF ANY. TENANT(S) SHALL BE RESPONSIBLE FOR ALL VIOLATIONS, FINES, AND COSTS TO COMPLY WITH SAME;
2. ALL LANDSCAPING INCLUDING LAWNS, SHRUBBERY, TREES, LANDSCAPING MATERIALS, ETC. THIS INCLUDES BUT IS NOT LIMITED TO WATERING, WEEDING, MOWING, PRUNING, ETC.. LANDSCAPING SHALL BE MAINTAINED ON A WEEKLY BASIS.
3. EXTERIOR STORM DRAINAGE INCLUDING GUTTER EXTENSIONS, SUMP PUMP EXTENSIONS, INSTALLED DRAIN TILES, ETC. BY OCTOBER 31ST OF EACH YEAR, ALL HOSES SHALL BE DETACHED FROM HOSE BIBS AND SILL-COCKS SHUT OFF INTERNALLY.
4. PROTECT ALL EXTERIOR CONCRETE FLATWORK FROM WEAR AND TEAR AND DAMAGE FROM SALT AND OTHER CAUSTIC MATERIALS. TENANT SHALL NOT APPLY SALT OR ANY OTHER ABRASIVE AGENTS DIRECTLY OR INDIRECTLY TO THE EXTERIOR CONCRETE SURFACES, WHICH MAY DAMAGE THE CONCRETE SURFACE.
5. TENANT SHALL ADMINISTER, MANAGE AND MAINTAIN ALL SNOW, ICE, AND OTHER EXTERIOR HAZARDS ON THE PREMISES.
6. IN THE EVENT THAT THE PREMISES IS NEW CONSTRUCTION AND THE LANDSCAPING IS NEWLY INSTALLED, THEN THE EXTERIOR SHALL REQUIRE EXTRA CARE AND DILIGENCE IN WATERING AND MAINTENANCE. THE LAWN HAS BEEN PROFESSIONALLY SEEDED AND ESPECIALLY REQUIRES DAILY ATTENTION. TENANT THEREFORE HEREIN TAKES THE RESPONSIBILITY TO MANAGE AND MONITOR THE LANDSCAPING TO PROTECT ALL AND PROVIDE FOR THE MAXIMUM GROWTH OF THE LAWN. WEEDS SHALL NOT BE ALLOWED TO ACCUMULATE IN ANY AREA. IF ADDITIONAL SEED IS REQUIRED, TENANT SHALL REQUEST SAME FROM LANDLORD AND TENANT SHALL BE RESPONSIBLE FOR ITS APPLICATION AND MANAGEMENT.

UPON TENANT FAILING TO MAINTAIN THE ABOVE ITEMS AND UPON DISCOVERY BY LANDLORD OF A DEFICIENCY, LANDLORD MAY, BUT IS NOT REQUIRED TO, MAINTAIN THE DEFECTIVE ITEM. IN ALL CASES TENANT SHALL PROMPTLY REIMBURSE LANDLORD OR ANY THIRD PARTY ENGAGED BY LANDLORD TO CORRECT SUCH DEFICIENCIES. TENANT HAS REVIEWED THE STATUS OF THE EXTERIOR PREMISES, DRIVEWAY AND EXTERIOR CONCRETE SURFACES AROUND THE HOUSE AND FINDS NO DEFECTS AT OCCUPANCY.

TENANT

DATE

TENANT

DATE