

MASS MAILING

The attached document is part of a mass mailing received in Docket Nos. 96-83 and 95-59. The following list specifies the names of the parties filing formal comments (ex parte presentations). The number of identical documents as specified in the File Number/City, St. field have been received by the Commission on this same date. You may contact an information technician in the Public Reference Room, Room 239 or 230 to view the documents.

Docket Number	Receipt/Adopted/Issued	Name of Applicant
95-59	7/24/96	CHURCH HILL HOUSE
95-59	7/24/96	CITATION NORTH
95-59	7/24/96	COLUMBUS APARTMENT ASSOCI
95-59	7/24/96	COUNTRY OAKS
95-59	7/24/96	FIELDCREST APARTMENTS
95-59	7/24/96	OAK POINTE APARTMENTS
95-59	7/24/96	SAMUEL KELSEY APARTMENTS
95-59	7/24/96	SHANEL CORPORATION

TOTAL: 8



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DOCKET FILE COPY ORIGINAL

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, DC 20544

Re: Restrictions on Over-The-Air Reception Devices, CS Docket No. 96-83;
and Preemption of Local Zoning Regulation of Satellite Earth Stations, IB
Docket No. 95-59

Dear Mr. Caton:

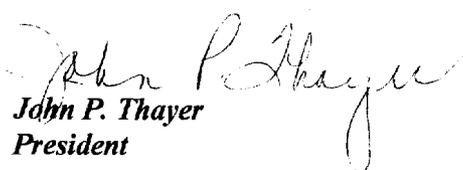
As an apartment owner and President of the Columbus Apartment Association, I write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. I understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

The Thayer Properties and Martin-Thayer Properties owns 1000+ multi-units. And the Columbus Apartment Association represents over 25 owners and 8000+ multi-units. Consequently, we have entered into thousands of leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

I would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, I enclose a copy of one of our representative lease forms for my company. Please read it and let me know which terms of the enclosed form would violate either of the proposed rules. Thank you for your assistance.

Sincerely,


John P. Thayer
President

No. of Copies rec'd
List A B C D E

0711

LEASE AGREEMENT

RESIDENT'S NUMBER

THIS INDENTURE made and entered into this the _____ day of _____, 19____, between _____ PROPERTIES, Agent for Owner, hereinafter called "Agent" and _____ hereinafter called "Resident."

WITNESSETH:

1. Agent and or Owner does hereby lease to Resident Apartment No. _____ of _____ for a term of _____ months commencing on _____ 19____ and ending on _____, 19____.
2. Rent is payable in advance promptly on the first day of each month at the rate of _____ Dollars (\$ _____) per month at the office of management or such other place as Management may designate. Any partial month's rent shall be prorated on a daily basis. Time is of the essence of this Agreement and if Management elects to accept rent after the fourth (4th) day of the month, a late charge of Fifty Dollars (\$50.00) will be due as additional rent. In the event any check given by Resident to Management is returned by the bank unpaid, Resident shall pay to Management as additional rent, a handling charge of Twenty Dollars (\$20.00) for each check, and all accrued late charges in cash or certified funds as Management may designate. Resident agrees Management shall not be required to resubmit a dishonored check and that Management has the right to demand cash or other certified forms of payment at any time hereunder.
3. Resident, to insure the faithful performance of the terms and conditions of this Rental Agreement, including Owner's Covenant to keep the premises in as good condition as they are now or may be put into by Owner, as hereinafter set forth, agrees to deposit with Landlord's agent a sum of \$ _____ as security and or damage deposit (and not as rent) which upon termination of this Rental Agreement Owner may apply to its damages, if any. The balance less a \$ _____ administration fee, will be refunded to Resident. The administration fee is non-transferable within the property. The security deposit shall be forfeited to Owner for any breach of the Rental Agreement.
4. NOTICE:
 - [a] Residents are required, prior to the termination of the rental term provided for, or during a subsequent period of tenancy of will, to provide thirty [30] day prior written notification of their intention to vacate the premises.
 - [b] Military personnel shall be able to terminate this rental contract at any time by giving agent thirty [30] days written notice of his intention to vacate premises provided he presents to Agent and or Owner a copy of his official orders transferring him to another military installation and thereby making it impossible for him to fulfill his term herein set forth. This lease will not be terminated for On-Post Housing.
 - [c] When terminating Residency prior to the completion of this Rental Agreement, Resident will owe monies up to the date this Rental Agreement terminates. The Owner will extend himself to the following:
 - a. The Resident will continue to pay rent on the apartment until either the Apartment is Re-rented or this Lease Agreement terminates.
 - b. There should be no lapse of rent.
 - c. If double rent is excepted, the Resident giving notice will be reimbursed their duplicate amount.
 - d. The Resident Deposit is Automatically forfeited to breach of contract unless the Resident pays to the termination of this Lease Agreement.
 - e. Damages will be paid for over and above a deposit forfeited by breach of contract.
5. During the term of this rental agreement, Owner will:
 - [a] maintain the exterior grounds, swimming pool, recreation rooms and all areas of the apartment buildings, outside of the rented premises;
 - [b] furnish rented apartments with stove, refrigerator, dishwasher, hot water heater, air conditioning, water, sewer and electrical systems;
 - [c] furnish water and pest control without additional cost to Resident.
6. During the term of this rental agreement, Resident will:
 - [a] use and occupy rented apartments for residential purposes only;
 - [b] use and occupy apartments in a careful and proper manner so as not to commit any physical damages therein;
 - [c] maintain [but not repair] appliances listed in Paragraph 5[b] and notify Agent and or Owner immediately of any known defective condition;
 - [d] keep premises in as good condition as they now are, or may be put into by Owner, ordinary wear resulting from careful usage and damage by element without fault on the part of tenant, alone excepted; Resident shall maintain own patio and entry area.
 - [e] comply with the rules and regulations and such alterations, modifications and additions as may from time to time be promulgated by Agent and or Owner from Owner relating to the rented premises and the buildings, grounds and facilities;
 - [f] not assign this rental agreement, not sublet rented premises, nor any part thereof, without the written consent of Agent and or Owner.
 - [g] make no alterations or additions in or to rented apartments without written consent of Agents and or Owners, nor paint or paper same, nor place nail bore, or screws in the walls, ceiling or floors, utilize no stick on picture hangers.
 - [h] permit Owner's agents to enter rented apartments at all reasonable time to examine the conditions thereof, or to show rented apartments to prospective tenants;
 - [i] indemnify and save Agent and or Owner harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resultin from any default hereunder, or any tortious or negligent act on the part of Resident or Resident's invitee;
 - [j] pay utility bills monthly (excluding water and pest bills which Owner shall pay);
 - [k] place no signs or place cards of any character within or on premises;
 - [l] replace with as good quality and size, and make good at resident's own expense any glass broken on said rented premises.
 - [m] if Resident requires Agent or Owner to unlock the Resident's apartment, there will be a \$10.00 charge.
 - [n] if Resident requires Agent or Owner to replace the Resident's Mailbox key, there will be a \$25.00 charge.
7. Subtenants or assignees of Resident approved in writing by Agent and or Owner, shall become liable directly to Owner for all obligations of Resident hereunde without reviewing Resident's liability.
8. Resident and out of town guests (residents of Ft. Benning, Muscogee, Russell and Lee counties are local and not considered out of town guests) in Resident company and presence, shall have the right to use the swimming pool and recreation rooms on premises which are maintained by Owner provided all such persons comply with the Rules and Regulations for Pool and Recreation Area which Agent and or Owner shall promulgate for Owner.
9. Either party may terminate this rental agreement at the end of the initial term by giving the other party (30) days written notice prior to the end of the term. notice is not given at the end of the initial term, Resident agrees that this agreement will be extended on a month to month basis, with all terms remaining the same until terminated by either party upon a thirty day written notice.
10. If prior to the beginning date of this rental agreement or during the term thereof (including any renewal) said premises shall be so injured, by fire or otherwise as to be rendered unfit for occupancy by Resident, then, in case said premises shall not be repaired by Owner within one hundred twenty (120) days thereafter this rental agreement may be cancelled at the option of either Owner or Resident and rent (if any) shall be payable only to the date of such injury. Whenever the premises shall be so injured a-foresaid, the rent shall thereupon cease and Agent and or Owner shall refund to Resident the unearned portion of any rent that may have been paid in advance hereunder. However, if said premises shall be so slightly injured, by fire or otherwise, as to be not unfit for occupanc by Resident, the Agent and or Owner agrees that the same shall be repaired with a reasonable promptitude at Owner's Expense.
11. Resident's rights shall be subject to any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the premises by Owne

12. If Resident defaults for four (4) days in paying said rent; or if Resident fails to abide by and perform any of the obligations resting upon him under this rental agreement, including compliance with the rules and regulations promulgated by Agent and or Owner, then Agent and or Owner at its option may at or terminate this rental agreement by a written notice to the Resident, except that Agent and or Owner may collect rent owing for the period prior to such termination in addition to the retention of the security deposit by the Agent and or Owner for breach of contract. Agent and or Owner is authorized to enforce all remedies and liens, including a lien upon the goods, furniture and effects belonging to Resident in said apartment for the recovery of rent and other monies owed. Agent and or Owner, at its option, may demand Resident to vacate the premises in all cases where Resident has held possession of said apartment over and beyond the term for which the same was rented or leased to him, or after his right of possession has been terminated or forfeited. If Agent and or Owner demands Resident to vacate said apartment, Agent and or Owner shall attempt to rent the premises at the best price obtainable by reasonable effort without advertisement and by private negotiation and for any term it deems proper. Resident shall be liable to Agent and or Owner for deficiency, if a sale between Resident's rent here under and the price obtained by effects belonging to Resident which Agent and or Owner shall have the right to sell any of all goods, furniture and effects belonging to Resident which Agent and or Owner has obtained under this paragraph and the laws of this State and sell the same at public or private sale to the highest bidder for cash. The proceeds from this sales shall be used to satisfy any and all claims for rent past due, damages to the premises, and other monies owed as a result of Resident's occupancy of the premises. Resident, in such event, waives all rights to be notified of such sale and hereby specifically consents to the sale. Resident hereby expressly waives all right to claim exemption of personal property allowed by the Constitution and laws of this or any other state and agrees to pay the cost of collection of rent past due and any other monies owed to Owner or Agent and or Owner as a result of Resident's possession of said apartment, including a reasonable attorney's fee, for services rendered in any way in any suit in collecting or attempting to collect such sum of monies owed by Resident.
13. Whenever, under the terms hereof Agent and or Owner is entitled to possession of premises. Resident will at once surrender same to Agent and or Owner in as good condition as present, natural wear and tear excepted.
14. Resident hereby releases Owner and Owner's agent from any and all damages to both person and property and will hold them harmless from all such damages during the term of this lease agreement, whether due to negligence of Owner, Owners agents or other Residents, or anyone else.
15. Owner or Agent and or Owner shall not be liable for damage to Resident for failure to deliver possession of the premises to Resident at the commencement of the term if such failure is due to no fault of the Owner. Agent and or Owner will use its best efforts to give possession of the premises to Resident at beginning of Resident's term. If failure to do so is caused by the act of any Resident holding over, Agent and or Owner will use all means at its command to oust the old Resident and the Resident may secure a transfer of and prosecute in his own name any cause of action which the Owner or Agent and or Owner may have against such Resident holding over, the Resident to hold for himself any recovery in such action.
16. Agent and or Owner shall not be responsible for failure to furnish water (hot or cold), air conditioning, electricity or heat if the failure to do so is due to cause beyond Agent's and or Owner's control. If Resident does not pay the utility bill or other charges as hereinabove provided, the Agent and or Owner may make the same, and such payments by Agent and or Owner shall be added to and be a part of rental of the apartment.
17. Resident hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this Rental Agreement, the person in charge of or occupying the apartment at the time, if no person be in charge of occupying the same, then each service or notice may be made by attaching the same to the front entrance to the apartment. A copy of all notices under this Rental Agreement shall also be mailed to Resident's last known address, if different from the apartment.
18. This contract and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided however, that no assignment by, from, through, or under the Resident in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatever.
19. It is mutually understood and agreed that Agent and or Owner or his authorized agent, shall have access to demised premises at all reasonable times to make repairs and perform maintenance thereof.
20. Resident agrees that he will not use the premises or perform acts upon said premises, or allow his guests to perform acts upon said premises, in such manner as to unreasonably disturb other tenants; nor shall Resident create a nuisance upon said premises, nor shall Resident or his guest create a disturbance of peace [i.e. interruption of the peace, quiet, and good order of the apartment complex, particularly by unnecessary and distracting noises]. Failure to conform with this provision shall result in an immediate termination of the lease and in a forfeiture of Resident's security deposit, and shall be cause for dismissal of the Resident upon ten (10) days notice from Owner.
21. Residents may keep pet on the premises so long as said pet does not become a nuisance, in the sole judgement of Owner, and Agent and or Owner and long as Agent and or Owner has given express prior approval [as noted below in para 21, section 8] to Resident, and such approval may be arbitrarily withdrawn by Owner or Agent and or Owner at any time. Resident shall be required to provide a non-refundable pet fee of \$_____ if permission is granted to Resident and to pay in advance a monthly fee of \$_____ for the privilege of maintaining said pet on Owner's premises.
 - [a] Provided the Resident agrees to the following, permission is hereby granted for Resident to keep _____ within the apartment.
 - [1] Resident agrees the pet's weight will not exceed 25 pounds.
 - [2] Resident agrees that said pet, when taken in and out of the apartment, or on the grounds will be kept on leash and under full control at all times.
 - [3] When walking said pet, Resident will keep pet away from public places, lawns and sidewalks of all buildings within the Property.
 - [4] Resident will be responsible for cleaning up ground litter left by pet.
 - [5] Resident will be responsible for all damages done to the apartment or grounds by reason of having a pet therein or thereon.
 - [6] Resident's pet will not annoy other Resident's or the public within the apartment development.
 - [7] Resident understands that if pet becomes a nuisance or annoyance to the public or other Residents of the development, as deemed so by either Agent or Owner, the said pet will be removed from the development within a reasonable time frame.
 - [8] Acting as the Agent to the Owner, I _____ grant permission, under the preceding guidelines for the said Resident to keep one pet on the Property.

THE RESIDENT MAY NOT HAVE A PET ON THE PROPERTY WITHOUT AGENTS PRIOR WRITTEN APPROVAL

22. If Owner makes available to Resident any space for parking cars, Owner shall not be responsible for any damage to or loss or any vehicle stored or part therein nor for any part or accessory of such vehicle, nor for any property of any kind stored or left in said space or vehicle.
23. Resident shall faithfully observe the rules and regulations which are printed on the reverse side of this agreement and which are hereby made a part of agreement.
24. The premises are managed by _____, as agent for the Owner, and are hereby authorized to act for and behalf of the Owner for the purpose of receiving demands, notices, and service of process.
25. The agreement and any attached addendum constitute the entire agreement between the parties and oral statement shall not be binding.
26. Waterbeds are permitted only by prior written permission as set forth under Section 26, paragraph b.
 - [a] Resident agrees to be solely responsible for ALL damages that may arise from having waterbed on the Premises.
 - [b] I _____ give the Resident permission to keep a waterbed on the Premises.

Signed, Sealed and Delivered in the presence of:

BY: _____
AGENT

BY: _____
RESIDENT

NOTARY PUBLIC

BY: _____
RESIDENT

READ BEFORE SIGNING

My Commission Expires: _____ This is a Legal and Binding Contract