

Lead Properties Incorporated
P.O. Box 1300
Statesboro, GA 30459
Phone: (912) 856-1029

STATE OF GEORGIA
COUNTY OF BULLOCH

SUMMARY OF TERMS

OWNER/LANDLORD: Lead Properties Incorporated

TENANT(S):

PROPERTY (LEGAL DESCRIPTION):

STREET ADDRESS:

LEASE TERM:

MONTHLY RENT:

DEPOSIT:

NON-REFUNDABLE FEE:

THIS AGREEMENT made and entered into this 1st day of January 2014 by and between LEAD PROPERTIES INCORPORATED, hereinafter referred to as "LANDLORD", whose address is P.O. Box 1300, Statesboro, Georgia 30459 (Bulloch County) and the tenant(s) named above, hereinafter referred to as "TENANT".

-WITNESSETH-

PROPERTY: Landlord agrees to rent to TENANT(s) the property described above located in the County of Bulloch, State of Georgia, under the terms and conditions hereinafter stated:

1. **RENTAL RATE:** Tenant(s) shall pay Landlord the rent set forth above per month as rental for the Premises, payable in advance on the first day of each month during the lease term, without demand, abatement or set-off, at the office of the Landlord or designated meeting location as agreed to by the Landlord. If mailed, the rent and all other sums due under this lease shall be mailed in sufficient time and with adequate postage thereon to be actually received by the Landlord no later than the due date. Should Tenant(s) fail to timely surrender possession of the property, and should Landlord be required to take legal action to regain possession, Landlord shall be entitled to collect from Tenant(s), rent for the period that Tenant(s) has held over and all legal fees associated with collecting from Tenant(s).
2. **LATE FEE:** If the monthly payment, which is due on the 1st day of the month, is not paid by the 5th day of the same month in its entirety, then each Tenant who has not paid his/her rent agrees to pay a late fee of \$50.00. If the rent has still not been paid by the 15th day of the same month in its entirety, then each tenant who has not paid his/her rent agrees to pay an additional late fee of \$200.00. These late fees of \$50.00 and \$200.00 will be added on the 6th and 15th of each month (respectively) rent payment is outstanding.
3. **RETURNED CHECKS:** Tenant(s) agree to pay a \$39.00 fee for any check returned by a bank for insufficient funds or for any other reason. Tenant(s) will also be liable for and will be charged applicable late fees. Replacements of checks returned for insufficient funds must be paid in cash or money order.
4. **TERM:** This Agreement shall terminate at noon on the date set forth above. No automatic extension or renewal exists with this document. Tenant(s) are responsible for the payment of the total rent for the entire lease term unless Landlord releases Tenant(s) in writing from payment of the balance of any rental, which would accrue during the remainder of the lease term. Any consent of the assignment or sub-lease by the Landlord does not waive or diminish the responsibility of the Tenant(s) for payment of rental accruing during the lease term hereunder. Any breach of a provision in this lease shall constitute a default and entitle Landlord to demand possession of the property and enforce such demand by dispossession or distress warrants, with the balance due as rental in the Lease term being immediately due and payable. Landlord shall exercise a good faith effort with respect to delivering possession of the Property to the Tenant(s) on the Commencement Date. In the event Landlord does not deliver possession of the Property to Tenant(s) on the Commencement Date, but Landlord does deliver possession within twenty (20) days

Initials: _____

after Commencement Date, then rent shall be abated on a daily basis during the period of delay. Landlord shall not be liable to the Tenant(s) for any losses or damages related to such failure to deliver timely possession. In the event possession of the Property is not delivered to the Tenant(s) within twenty (20) days after the Commencement Date, then in such event this Lease shall become null and void and have no further force or effect whatsoever in law or equity, Landlord shall return the Security Deposit to tenant(s), and Landlord shall not be liable to Tenant(s) for any losses or damages related to such failure to deliver possession. No estate for years is created hereby and Landlord is conveying to Tenant(s) a usufruct as defined under Georgia Law. In the event that the Tenant(s) holds over beyond the term of this lease, Landlord shall have the right to immediately enter the premises and take possession of the same. If Landlord must take possession of the premises as a result of the Tenant(s) holding over, any personal properties and possessions found remaining on the premises may be placed in storage by Landlord. Tenant(s) shall be responsible for all rent and charges due to Landlord and such storage fees and costs of removal. Should Tenant(s) fail to reimburse Landlord for such expenses and costs and/or fail to claim the possessions within ninety (90) days thereafter, Tenant(s) shall be deemed to have abandoned the property. Landlord shall not be liable to Tenant(s) for any damages of the property nor shall Landlord be responsible for any items the Tenant(s) may contend were located in the premises but which Landlord was not able to locate, identify, or preserve.

5. **RELEASE OF TENANT(s):** Tenant(s) shall not be released from this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of Co-Tenants, health reasons, family problems, enlistment in the armed services, or for any other reason.
6. **SECURITY DEPOSIT TO BE HELD:** Tenant(s) has deposited (or shall deposit) with Landlord a deposit and a non-refundable fee set forth above, which hereby acknowledged, to ensure the full and faithful performance by Tenant(s) of all the lease terms and conditions of this agreement. The Security Deposit shall be held by Landlord as follows: the Security Deposit is to be deposited in the general account of Landlord at BB&T Bank, and not in a separate escrow/trust account. As such, Tenant(s) acknowledges and agrees the Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner. Any interest earned on such account(s) shall accrue to and be retained by Landlord. Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord.
7. **NON-REFUNDABLE FEE:** A non-refundable fee shall be collected from the monies paid by the Tenant as a part of the deposit for lease of said property. The non-refundable fee shall be collected within the total of the deposit and retained by the Landlord at the end of the lease period to compensate the Landlord for expenses associated with cleaning said premises and preparing it for future rentals and business opportunities. The retention of the non-refundable fee does not limit Landlord from withholding and retaining additional deposit monies if such funds are needed to cover additional expenses caused by the Tenant during his/her possession of the premises. As such, the Landlord will still retain all rights to demand additional payment for damages in excess of the refundable portion of the deposit.
8. **RECLASSIFICATION OF THE NON-REFUNDABLE FEE:** In the event that the Tenant(s) and Landlord enter into an agreement to lease the property for a consecutive year from the original lease term period, then the amount initially paid as a non-refundable fee shall be reclassified for all purposes and shall be considered a deposit – fully refundable at the end of the subsequent lease term, subject to all of the terms governing deposits in this agreement
9. **PREPAYMENT OF FINAL MONTH'S RENT:** Unless otherwise specifically agreed to by the Landlord in writing, Tenant(s) understand that the final month's rent is due at lease signing and is in addition to the deposit amounts due at lease signing. Tenant(s) understands that the final month's rent will only be used to pay the actual rent for the final month of the lease period; i.e. will not be applied to any other month's rent throughout the term of the lease. In the event that the lease is renewed for an additional period of time to extend the Tenant(s) and Landlord's rental agreement, said final month's prepayment of rent will not be used to pay the final month's rent of the original lease agreement and, instead, will be used to satisfy the last month's rent of the new lease agreement that extends the Tenant(s) and Landlord's rental agreement.
10. **SEWERAGE:** Tenant(s) agree to keep all water and sewerage pipes at the property clear of obstructions at all times.
11. **RIGHT OF ACCESS, SIGNAGE:** Landlord and Landlord's agents shall have the right of access to the property for inspection, repairs and maintenance during reasonable business hours. In case of emergency, Landlord may enter the property at any time to protect life and prevent damage to the property. Landlord and/or Landlord's agents may place a "For Rent" or "For Sale" sign in the yard or on the exterior of any

dwelling on the property in whole or in part, and may show the property to prospective tenants or purchasers during reasonable business hours. Tenant agrees to cooperate with Landlord and/or Landlord's agents who may show the property to prospective tenants. For each occasion where the access rights described above are denied, Tenant(s) shall pay Landlord the sum of \$100.00 (One Hundred Dollars) as liquidated damages; it being acknowledged that Landlord shall be damaged by denial of access, the Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. Any locks that are changed or added to the property or other structures covered in the lease shall be approved, in writing, by the Landlord, prior to the installation of said locks. Upon approval by the Landlord to change/add said locks, Tenant(s) shall provide Landlord two (2) copies of keys, cards, or other entry devices necessary in entering the areas restricted by said locks.

12. **LEGAL ACTION:** Tenant(s) understand failure to pay rent and any other amounts due on the indicated day shall constitute a default and entitle Landlord to demand possession of the property and enforce such demand by dispossessionary warrants. Landlord will make the demand and proceedings may be filed at any time subsequent thereto. Landlord may also enforce delinquent or outstanding rental through civil action. The prevailing party shall be entitled to recover all costs, including reasonable attorney's fees. Tenant(s) does agree to be responsible for all costs associated with any legal action taken by Landlord against Tenant(s).
13. **REPAIRS AND MAINTENANCE:** Tenant(s) accepts the property in the condition and for the use for which the property is rented. Tenant(s) agrees to maintain the property in good condition and repair, natural wear and tear excepted. Tenant(s) will make no alterations to the property without prior written consent of the Landlord, but when so made shall become a part of the building except fixtures as may be constructively attached, such as stoves, heating units, refrigerators and like fixtures, or others which are covered by written agreement, which shall be removable by Tenant(s) at the end of the term, provided, no claim against the Tenant(s) exists and provided same can be done without damage to the premises. In respect to repairs for which Landlord is responsible, Tenant(s) agrees to provide Landlord written notice of such condition and grant to Landlord a reasonable time in which to remedy same. Landlord shall not be under any obligation, express or implied, to inspect the property or to make any repairs thereto until after receipt of written notice of defects as herein provided. Tenant(s) shall further:
 - A. Tenant(s) will change filters in the heating and air conditioning equipment at least once a month in order to reduce the consumption of electricity.
 - B. Should the Landlord furnish a refrigerator and range hood with the premises, then it will be the responsibility of Tenant(s) to vacuum the refrigerator coils and clean the range hood at least once a month to reduce the consumption of electricity and prevent fire.
 - C. Landlord will provide pest control services for termites, powder post beetles, and honeybees. Tenant(s) are to provide for pest control of roaches, ants, silver fish, flies, fleas, and mice.
14. **DISCLAIMER:** Tenant acknowledges that in every neighborhood there are conditions that different Tenant(s) may find objectionable. Tenant shall therefore be responsible to become fully acquainted with neighborhood and other off sight conditions, which could affect the property.
15. **TELEVISION RADIO ANTENNA:** Tenant(s) shall not erect any television or radio aerial or antenna or satellite dishes. Tenant(s) further agrees not to play his radio, television set, stereo, or other like appliances in a loud, noisy manner.
16. **AREAS VISIBLE FROM THE STREET:** Tenant(s) shall keep and ensure that all areas visible from the street, both inside of the residence and outside of the residence are clean and neat in appearance. Objects shall not be left in a disorderly manner in the yard, driveway, common areas, or around the house. Care should be maintained to ensure that trash is properly contained and disposed of regularly and properly. All curtains and window coverings inside of the house must have a white backing or white side that is the only side visible from the street. Any permitted deviations of this policy must be approved and in writing by the Landlord prior to the curtains/window coverings being installed.
17. **CONDITION OF PREMISES:** Tenant(s) hereby acknowledges that as of the beginning of the term of the lease that the premises and its furnishings and its fixtures are in good repair and tenantable condition, except as otherwise specifically noted by both parties in writing.
18. **DAMAGES TO PROPERTY:** Tenant(s) shall pay all costs for damage to the property caused by Tenant(s), household members, servants, guests, agents, invitees, or pets resulting from negligence, lack of

care, and abuse. Any damage for which Tenant(s) is liable constitutes a breach of this Agreement for which an action for the recovery thereof may be had, above and beyond the security deposit. If the property is rendered untenable by fire, storm, earthquake, or other casualty, this Agreement shall terminate as of the date such destruction or damage and rental shall cease as of that date. Rent shall not abate in case of partial untenable and repairs will promptly be made. Tenant(s) agree to pay for damages for which tenant(s) are liable within seven days of repair.

19. **INSURANCE:** Tenant(s) shall be responsible for insuring his/her own possessions against fire and other catastrophes.
20. **LIABILITY AND INJURY:** Tenant(s) expressly agrees to indemnify and hold harmless Landlord and Landlord's agents from any household members, guests, agents, or invitees. This indemnity shall extend to damage, injury, losses, claims, suits, judgments, or actions arising from the negligence of Tenant(s), household members, servants, guests, agents, invitees and anyone Tenant(s) control or employ, or for damage or injury by reason of breakage, leakage or obstruction of the water pipes, soil pipes or from falling plaster. This indemnity shall also be effective if such damage or injury is due to the failure of Tenant(s) to provide to landlord written notice of defective condition for which Landlord is responsible hereunder. In the event Landlord is not able to deliver possession to Tenant(s) on the effective date of this agreement for any reason beyond Landlord's control, Landlord shall not be responsible for any damages of Tenant(s) and is hereby released from liability.
21. **SALE OF UNIT:** Tenant(s) acknowledges and agrees that the property may be sold to a third party without notice to Tenant(s) and without consent of Tenant(s) and that any such sale shall not be an event of default hereunder. In the event Landlord sells the Unit and the new owner assumes this Lease, Tenant and Guarantor shall continue to perform hereunder and shall pay rent and other amounts due hereunder to the new owner of the Unit at the address provided to Tenant by Landlord and such new owner. At that time, the current Landlord (Lead Properties Incorporated) will have no other interest or responsibilities in this lease, unless otherwise agreed to in writing at the time of sale with both the new Landlord and the Tenant(s).
22. **ASSIGNMENT:** Tenant(s) shall not sub-let the whole or any part of the premises, nor assign this Agreement, or any interest therein, without prior written consent of the Landlord. A violation of this covenant shall constitute breach of this Agreement, Tenant(s) shall forfeit the term and Landlord shall have the right to evict the Tenant(s).
23. **LEGAL ACTION:** Tenant(s) understand failure to pay rental amounts on the indicated day shall constitute a default and entitle Landlord to demand possession of the property and enforce such demand by dispossessory warrants. Landlord will make the demand and proceedings may be filed at any time subsequent thereto. Landlord may also enforce delinquent or outstanding rental through civil action. The prevailing party shall be entitled to recover all costs including reasonable attorney's fees. Tenant(s) does agree to be responsible for all costs associated with any legal action taken by Landlord against Tenant(s).
24. **USE AND OCCUPANCY:** The property shall be used for residential purposes and for no other purpose. Tenant(s) is not to put the property to any use, which is illegal, creates a nuisance, or causes the rate of insurance on the property to increase.
25. **ENFORCEMENT:** Tenant(s) consents that any proceeding to enforce this Agreement or related rights may be brought in any court sitting in the judicial district or circuit which the leased premises may be located, and Tenant(s) consent to personal jurisdiction of such courts and agree that they may be served with process by certified mail addressed to them at the address or addresses given hereafter. Any action to enforce the Agreement or the Guaranty shall be governed by the laws of the State of Georgia. Should the account be referred to a collection agency, the undersigned tenant(s) agrees to pay all costs of collection and attorney at law or third party including forty (40) percent of the indebtedness as attorney's fees.
26. **TIME:** Time is of the essence of this Agreement.
27. **AGENCY AND BROKERAGE:** No real estate brokers or agents are used in this agreement.
28. **BINDING EFFECT AND WAIVER:** This document constitutes the entire agreement between the parties and is binding on their respective heirs, executors, administrators and assigns and no statements, oral or written, not contained herein shall be of force or effect. The failure of the Landlord to insist upon strict compliance with any terms and conditions herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms contained herein.
29. **REPOSSESSION:** In case of abandonment of premises by Tenant(s), or following default, the surrender of possession on demand, or eviction by law, Landlord may retake possession immediately and the retaking of

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possession by Landlord, in absence of express election in writing to do so, shall not terminate this lease. Landlord shall have the right to recover immediately as damages, rental amounts due through the end of the lease. Landlord in subletting premises shall be acting as Tenant(s) agent, using his own discretion to reduce Tenant(s) loss. Any net sums received by the Landlord after deducting charges for services and expenses are to apply as payment on any judgment obtained or balance due. After same is satisfied, Landlord is to refund any excess to Tenant(s).

30. **PROPERTY LOSS:** Storage of personal property by tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence.
31. **NOTICES:** All notices shall be in writing. Such notices mailed to or left at the stated premises herein shall constitute notice to the Tenant(s), and notice to the Landlord shall be accomplished in like manner to Landlord's address as Landlord may designate in writing.
32. **ABANDONMENT:** If lease is in default and Tenant(s), his/her family and servants have moved from the premises, landlord may thereupon without legal process, enter and take possession of said premises, furniture, and other belongings of the Tenant(s) which may be in the same, which will terminate the right of Tenant(s) to re-enter. If Landlord must take possession of said premises due to abandonment by the Tenant(s) and Tenant(s) have left personal properties and possessions in said premises, these possessions may be placed in storage by Landlord. If Tenant(s) have not paid all rent and charges due to Landlord and reimbursed Landlord for all storage fees within 90 (ninety) days from the time the property has been discovered abandoned, Tenant(s) shall be deemed to have abandoned any and all possessions, and Landlord will take possession of all properties abandoned by the Tenant(s) and dispose of said possessions at Landlord's discretion.
33. **PARENTAL OR SPONSOR'S GUARANTEE:** In addition to the reservation/security deposit called for herein above, each tenant on this lease agrees to obtain a Parental or Sponsors Guaranty. Said guaranty acts as additional security in the event damages occur, or in the event that rent is not paid. In recognition that most of the Tenants of the community are college-age students, the Landlord requires, as additional security for lease, a binding Parental or Sponsor's Guaranty (the "Parental Guaranty") which Guaranty constitutes an additional inducement for the grant of this lease by Landlord. Landlord, in its sole discretion, reserves the right to cancel this Lease in the event that such Guaranty is not fully executed, notarized, and returned to the Agent by the date set forth above. If Landlord acts upon his right to cancel this Lease, Tenant(s) will forfeit the Reservation Deposit. Tenant(s) understand that the Guaranty must be obtained directly from the parent or sponsor and the Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant(s) acknowledge(s) that the Lease is for the essential necessity of Tenant(s), and that the Tenant(s) shall be fully bound by all of the terms and conditions hereof irrespective of Tenant(s) age or legal status. The execution of the Guarantee constitutes an additional insurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Tenant(s) responsibilities and obligations hereunder. No Tenant(s) will be allowed to take occupancy of the premises until all Parental Guaranty's required for the property are returned and approved by Landlord and all paperwork is complete.
34. **UTILITIES:** Tenant(s) shall be responsible for all charges for electricity, gas, water, sewage usage and sanitation, which shall be paid to the supplying entity. Tenant(s) shall be responsible for trash, refuse and garbage collection, which shall be paid to the supplying entity. Collection shall not be less than twice weekly.
35. **METHOD OF PAYMENT – THIS IS A JOINT LEASE:** Tenant(s) understand and agree that they are collectively and individually responsible for the rent to be paid in its entirety.
36. **PAYMENT OF RENT:** Rent shall be paid as outlined throughout this lease agreement. Rent shall be sent via the U.S. Postal Service to the Landlord. Rent must be in the form of a money order, cashier's check, personal check, or otherwise approved form of payment (approved in writing by the Landlord). All checks, cashier's checks, money orders, and other forms of payment should be made payable to "**Lead Properties Incorporated**". Rent shall be paid by mailing it to:
Lead Properties Incorporated
PO Box 1300
Statesboro, Georgia 30459

It is the responsibility of the Tenant(s) to ensure that the rent payment was received by the Landlord by the date that it is due, therefore, it is necessary for the Tenant(s) to ensure that the rent payment was mailed with ample time to ensure delivery before the due date of the rent payment.

37. PETS: Absolutely no pets or animals are allowed, even temporarily, anywhere in the referenced property. This means that visitors may not bring animals to visit and Tenant(s) may not baby-sit the animals of friends or families. The following shall apply to a violation of this policy.
- A. FIRST VIOLATION: A written warning will be issued to the Tenant(s), a \$100.00 fee will be assessed against the Tenant(s) and Landlord may, at his discretion, declare the Lease to be in default.
 - B. SECOND VIOLATION: Upon a second violation, a \$200.00 fee will be assessed against the Tenant(s) and the Landlord may, at his discretion, declare the Lease to be in default.
 - C. SUBSEQUENT VIOLATIONS: A \$500.00 fee will be assessed for each occurrence thereafter against the Tenant(s) and the Landlord may, at his discretion, declare the Lease to be in default.
38. Unless otherwise stated herein, by addendum and/or special stipulation, tenant(s) understand and agree that it is their sole responsibility to secure roommates.
39. First Tenant to occupy premises will be required to inspect unit on behalf of all tenants and return the inspection form within three days after move in. Failure to do so may result in forfeiture of Security Deposit. Last Tenant remaining in premises will be authorized to do checkout inspection for all tenants.
40. Any repairs done to the property and the building must be done by the Landlord or with the Landlord's written permission. No repair costs shall be deducted from rent payments. Repairs should not be made without the express written consent of the Landlord. All repair requests should follow the procedures as outlined throughout the Lease and the addendums and exhibits – each repair request/notification must be in writing and acknowledged by the Landlord as having received the repair request.
41. Tenant(s) understand and agree that all documents and addendum pertaining to the lease must be completed, as well as all Security Deposits and first month rents paid in full, prior to occupancy of the referenced property, unless at the Landlord's discretion a written waiver is executed.
42. Tenant(s) understands and agrees that tenant(s) will be responsible for paying the full amount as outlined in the lease. Tenant(s) acknowledges that he/she will comply with the lease agreement for the entire term of the lease and that all rent payments will be made in a timely manner and for the entire lease term.
43. See Exhibit "A", Exhibit "B", "Guardian/Sponsor Guarantee"
44. SPECIAL STIPULATIONS: (This section is NOT APPLICABLE at this time.)

ACKNOWLEDGEMENT

TENANT(S) HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ AND AGREE TO ABIDE BY THIS LEASE AGREEMENT, ALL EXHIBITS HERETO, THE RENTAL APPLICATION AND THE COMMUNITY POLICIES. TENANT(S) UNDERSTAND THAT THE COMMUNITY POLICIES MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE COMMUNITY, AND AFFIRMS THAT TENANT(S) WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THE LEASE AGREEMENT. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT(S) AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. TENANT(S) SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE AGREEMENT OR RELATED DOCUMENTS ARE NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT(S).

Tenant Signature

Date

Tenant's Name Printed

Date

Initials: _____

EXHIBIT A

Community Policies

1. **Keys:** Landlord shall be entitled to retain a key to all structures on the property at all times for emergency usage or as otherwise permitted under this lease. Landlord shall not be responsible for replacing lost or misplaced door or mailbox keys. Tenant(s) who have lost or misplaced a mailbox or door key will be charged a \$50.00 replacement fee per key for any replacements granted by Landlord. Tenant(s) shall not duplicate keys to the doors or mailbox or any other structure on the property. If the tenant(s) change or add any lock in or to the property or mailbox during the Tenant(s) leasing period without Landlord's prior written expressed consent, Tenant(s) will be fined a \$200.00 charge to re-key each lock. Failure to return all door, property, and mailbox keys may result in the forfeiture of Tenant(s) security deposit.
2. **Patios and Decks:** Patios and decks shall not have any clothes, rugs, towels, mops, or other items hanging on or over balconies. Patios and decks should be kept neat and clean and should not be used as storage for automobile tires, unsightly or heavy items, garbage, or refuse. Only outdoor furniture or related patio items may be placed outside. Maximum occupancy is limited to no more than eight (8) people on exterior decks. Landlord does not claim any responsibility or liability for damages due to overloading of decks.
3. In the event parking decals shall be required, Tenant(s) agree to display such decal as instructed. Tenant(s) agree that for such a violation of any reasonable parking regulations in force from time to time, including failure to display decal, Tenant(s)'s vehicles, and the vehicle of Tenant(s)'s guests may be subject to being towed at Tenant(s) expense or to fines put in force by the Landlord from time to time.
4. **Countertops:** Tenants shall not use countertops as a cutting board.
5. **Trash and Garbage:** All trash and garbage shall be placed into dumpsters in locations designated by Landlord or his agent. Tenant(s) shall not place any trash on top of or beside the dumpster. Landlord reserves the right to impose reasonable fines for the violation of this provision as well as for littering by Tenant(s). No rubbish, garbage, or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the leased premises or community so as to render any portion unsanitary, unsightly, offensive or detrimental to other residents. Should any Tenant(s) fail to keep the yard of the leased premises free from trash and garbage, Tenant(s) shall be fined a \$50.00 fee per occurrence (daily). This fee will also be charged if Tenant(s) leaves trash bags by the front or back door.
6. **Appliances and Fixtures:** Overloading of dishwashers is prohibited. Only detergents made for automatic dishwashers may be utilized. Tenant(s) may not store any items such as brooms, mops, boxes, and other items in the utility closet since this is a fire hazard and may cause pipes or wires to become dislodged or faulty. Any repairs on appliances due to this violation will be charged to the Tenant(s). In the event of a power failure, Tenant(s) shall check the circuit breaker inside the apartment before reporting such power failure to Landlord. Tenant(s) shall not place tampons, sanitary napkins, paper towels, or q-tips in any toilet. The cost of repairs or services to any appliance, plumbing or fixture due to improper use by the Tenant(s) will be paid by the Tenant(s). Tenant(s) shall not use any toilets, drain, or any other plumbing apparatus for any purposes other than those for which same were designed, and Tenant(s) shall not permit any dirt, dust, sweepings, ashes, or other substances to be placed therein. In cold weather, Tenant(s) shall take such steps as are necessary to prevent bursting of water pipes serving the property's structure(s). Tenant(s) shall be liable for any and all damages caused by Tenant(s) failure to take such reasonable precaution, including damage to personal property of others. Tenant(s) must keep utilities (electricity, water, etc.) turned on in order to maintain appliances in operating order and provide heat in cold months, from the date utilities are turned off by cancellation or otherwise, it is presumed that the Tenant(s) has abandoned the property and the Landlord may enter and take possession, any damages from utilities being turned off until Landlord gains possession shall be paid by Tenant(s). During the months of November until April, the heat shall not be cut off and the thermostat shall not be set lower than 50 (Fifty) degrees Fahrenheit. Tenant(s) shall keep appliance manuals together and refer to, if unsure how to use an appliance.
7. **Decorating:** Tenant(s) may hang up to five (5) pictures or mirrors on the walls of each bedroom and the common living room of the apartment utilizing picture hangers only; no glue, nail, screws, or other such devices may be used whatsoever. Pictures, mirrors, or any other wall coverings/hangings shall not be permitted to be hung on any other room or any other area of the house (including kitchen space, bathrooms, utility room, hallways, stairways, closets, etc.) Excessive hanging of pictures or mirrors beyond the specified limit stated above will be treated as damage done by Tenant(s) and Tenant will be assessed a

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charge of \$10.00 (Ten Dollars) per hole/wall damage above the permitted allowance . Do not hang anything on doors. Waterbeds are not allowed in the structures on the property without the express written consent of the Landlord and only on ground level. Tenant(s) are not to use nails on the wallpapered portions of the walls as such practices are considered damage to the apartment by Tenant(s).

8. Guest: Although Tenant(s) may have visitors from time to time, it is understood that occupancy of the premises is expressly reserved for Tenant(s) only, and any persons occupying the premises for more than seven (7) days during the terms shall be treated as guests only if the Landlord or his agent is notified in writing and consents thereto. Otherwise, the occupancy of the premises by an unauthorized guest in excess of said seven (7) day period shall be deemed a breach of this lease, and Landlord shall be entitled to recover from the Tenant(s) and guest (whose liability shall be jointly and severally) an amount of rent equal to that being paid by Tenant(s), in addition to the right of the Landlord to declare the lease in default and pursue Landlord's other remedies hereunder or by law. Tenant(s) shall be responsible for guest of Tenant(s), and any violation or breach of the lease or these community policies by any guest of Tenant(s) shall constitute a material breach of this lease by Tenant(s) who covenants and agrees to limit the number of guests to a reasonable number in light of the limited space available within the demised premises. Maximum occupancy of property structures is limited to twelve (12) people. Tenant(s) shall not utilize common area in such a way as to impose upon or diminish the use thereof by other Tenant(s).
9. Matters between Tenants: Matters or disputes between tenants within the property and in the community must be settled between such parties, and tenants shall not involve Landlord.
10. Storage: No materials or items of any type may be stored by Tenant(s) in the community outside the apartment.
11. Motor Vehicles and Parking: When entering or leaving the designated parking area, any vehicles shall be operated carefully and at a speed limit not in excess of ten (10) miles per hour, the usage of the designated parking area or any other space for storage of boats, trailers, large trucks, large vans, buses, motor homes, or any other item other than a vehicle is prohibited. Tenant(s) shall not block fire lanes, driveways, parking spaces or trash receptacles. Tenant(s) shall not allow any vehicle to be parked in the community in any area other than in a designated parking space or elsewhere in the community, and in the event of non-compliance, the vehicle may be towed by Landlord at the expense of Tenant(s).
12. Air Conditioning Filters: Tenant(s) shall cause the return of air filters to be changed in a manner deemed appropriate to Landlord once a month to ensure proper maintenance of the heating and air conditioning units. Landlord shall be entitled to enter the premises to verify such maintenance.
13. Amenities: Only Tenant(s), his/her families and incited guest, accompanied by Tenant(s) may use any swimming pool and other recreational and club facilities, if any provided by the Landlord, either on or off the premises. All such facilities may be used by such persons only in strict compliance with the supplemental rules and regulations from time to time adopted by the Landlord with respect to each of said facilities. Supplemental rules and regulations will be furnished and may from time to time be amended.
14. Common Areas: Tenant(s) shall not obstruct any entrance, hallways, walkways, parking spaces, driveways, sidewalks, or landscaped areas in the common areas and Tenant(s) shall not use the common areas for any purpose other than ingress and egress. No loud or boisterous conduct shall be permitted in the common areas or within the demised premises when such can be overheard by persons adjacent to the demised premises. No partying or congregating in the common area or upon the porches or patio shall be permitted after 11:00 P.M. when such activity would be reasonably expected to disrupt the sleep or quiet enjoyment of adjacent premises by other tenants within the development/community. No unauthorized parties are permitted in the common areas and no block parties are allowed in the common areas or on the decks or patios of the structures without express written permission from the Landlord. Furthermore, grills are not permitted on any decks or patios due to fire hazards and regulations. Landlord will not be responsible for any damages or injuries caused by Tenant(s) disregard of what is stated above. No obscene, indecent, lascivious, conduct shall be permitted within the common areas, in parking lots, or within the demised premises. No reckless or dangerous conduct shall be permitted within the common areas, in parking lots, or at the entranceways to the property. No motor vehicles of any type or description and no bicycles shall be permitted except on impervious surfaces such as concrete or asphalt, which were intended for such purposes. No motorcycles shall be permitted within the parking lots except in the areas designated for some. No business enterprise whatsoever may be conducted within or about the demised premises, and no business activity or other activity that creates traffic or congregation in the parking lot shall be permitted. No soliciting shall take place upon demised premises, in the common areas, nor on the

sidewalks adjacent to the development either for business purposes, political purposes, or for religious purpose.

15. General Maintenance: Tenant(s) shall keep and maintain the property, structure, and common areas in a clean, safe, orderly, steady, and sanitary condition. Windows and doors shall not be obstructed. Nothing shall be thrown out of the window or doors. Tenant(s) shall close windows and doors during the absence by Tenant(s) and during inclement weather to avoid damage or loss. Tenant(s) are liable for any damage to interior resulting from failure to exercise reasonable care.
16. Window Treatments: Tenant(s) shall not erect or maintain any curtain rod brackets, drapes, awnings, blinds, or shades on the windows of the structure unless approved in writing by Landlord. All windows must show white only to the outside, and aluminum foil or colored window treatments are not allowed.
17. Safety: Tenant(s) shall notify Landlord of any burned out exterior lights, faulty locks, or lost keys. Tenant(s) shall immediately report to Landlord any suspicious persons, strange vehicles, or unusual activities in or about the community. Prior to allowing entry into the property and structure, Tenant(s) shall demand credentials from all maintenance personnel.
18. Tenants shall not suffer, allow, or permit any vibration, noise, light, odor, or other effect to emanate from the structure or property, or from any machine or other installation therein, or otherwise suffer, allow of permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the development or the guests and invitees or any others lawfully in or around the development. Upon notice by Landlord or other owners or occupants to Tenant(s) that any of the aforesaid is occurring, Tenant(s) agrees to forthwith, remove or control the same immediately.
19. Transfer: Transfers from one property to another property in the community must be approved by Landlord in advance in writing, and in such event new deposits must be made and a new lease must be signed prior to any such transfer.
20. Other: No illegal activities of any kind will be tolerated. Tenant(s) so engaged will be reported to all legal authorities, including the university. Tenant(s) will then be considered in default of the lease and may be disposed without relieving Tenant(s) of any of his/her obligations under the lease period.
21. Landlord Rights: Landlord reserves the right at any time to make changes to these rules and regulations as Landlord shall in its judgment determine to be necessary for the safety, care, and cleanliness of the premises and for the preservation of good order, comfort, and benefit of Tenant(s) in general and for the efficient operation of the apartment community.
22. Climate Control: Tenant(s) agrees to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only.
23. Tenant(s) agree to keep the premises clean and regularly dust, vacuum, and mop. Tenant(s) agree to use hood vents when cooking, cleaning, and dishwashing. Tenant(s) agree to keep closet doors ajar. Tenant(s) agree to avoid excessive amount of indoor plants. Tenant(s) agree to use exhaust fans when bathing/showering and leave on for a sufficient amount of time to remove moisture (if unit is equipped with exhaust fan). Tenant(s) agree to use ceiling fans if present. Tenant(s) agree to water all indoor plants outdoors. Tenant(s) agree to wipe down any moisture and/or spillage, wipe down any vanities/sink tops, and avoid air drying dishes, not dry clothes by hang drying indoors. Tenant(s) agree to open blinds/window coverings to allow light into premises. Tenant(s) agree to wipe down floors if any water spillage, hang shower curtains within bath when showering, securely close shower doors if present, leave bathroom and shower doors open after use, use dryer if present for wet towels. Tenant(s) agree to use household cleaners on any hard surfaces, remove any moldy or rooting food, remove garbage regularly, and wipe down any and all visible moisture present. Tenant(s) agree to inspect for leaks under sinks, check all washer hoses if applicable, regularly empty dehumidifier if used.
24. Tenant(s) shall report in writing if any of the following is found in any unit, storage room, garage or other common area: Visible or suspected mold, any air conditioning or heating problems, any leaks, moisture accumulations, major spillage, plant watering overflows, musty odors, shower/bath/sink/toilet overflows, leaky faucets, any problems with plumbing, discoloration of walls, baseboards, doors, window frames, ceilings, mold clothing, refrigerator and air conditioning drip pan overflows, moisture dripping from or around any vents, air conditioner condenser lines, loose, missing or falling grout or caulk around tubs, showers, sinks, faucets, countertops, clothes dryer vent leaks, and any and all moisture. Tenant(s) agrees to clean and prevent mold areas by cleaning with soap and water, disinfectant, and any other necessary cleaners to clean/prevent mold.

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25. Termination of tenancy: Owner or agent reserves the right to terminate the tenancy and tenant(s) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to tenant(s) or other persons and/or tenant(s) actions or inactions are causing a condition which is conducive to mold growth.
26. Inspections: Tenant(s) agrees that Owner or agent may conduct inspections of the unit at any time with reasonable notice.
27. Violation of addendum: If tenant(s) fails to comply with this addendum, tenant(s) can be help responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to tenant(s) failure to notify owner or agent of any mold, mildew or moisture problems immediately in writing. Violations shall be deemed a material violation under the terms of the lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against Tenant(s) at law or in equity and tenant(s) shall be liable to owner for damages sustained to the leased premises. Tenant(s) shall hold Owner and agent harmless for damage or injury to person or property as a result of tenant(s) failure to comply with the terms of this addendum (exhibit).
28. Hold Harmless: Tenant(s) shall hold the owner and managing agent harmless for any injury or damage as may arise out of the failure of tenant(s) to comply with the aforementioned covenants as stipulated in this addendum (exhibit).
29. Parties: This addendum (exhibit) is between the tenant(s) and owner and/or agent managing the premises. This addendum is in addition and made part of the lease agreement and in the event there is any conflict between the lease and this addendum (exhibit) the provisions of this addendum (exhibit) shall govern.

Tenant Signature

Date

Tenant's Name Printed

Date

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Exhibit B

Move-Out/Cleaning Requirements Checklist:

Remove all personal possessions including food in fridge/freezer/pantry/cabinets, coat hangers, and all trash.

Dry Dust (no water or cleaning products needed - use a dry dust rag, Swiffer dry duster, or similar product):

- ☐ Baseboards
- ☐ Ceiling fans
- ☐ Doors
- ☐ Top of kitchen cabinets
- ☐ Top of Refrigerator
- ☐ Window blinds
- ☐ Ceiling and corners to ensure they are free of spider webs and dirt
- ☐ Air vents, including return air vent (best not to use water, use a vacuum)

Thoroughly clean with cleaning products appropriate for intended use:

- ☐ Kitchen
 - Stove – be careful not to scratch cooktop, use cleaner for flat top stoves ONLY
 - Oven – do not use oven cleaner in self cleaning ovens, clean broiler pan
 - Refrigerator – remove all food and wipe down all shelves and drawers, sweep/vacuum around/behind fridge to ensure no debris around area
 - Dishwasher – clean inside and out
 - Microwave
 - Countertops
 - Cabinets – remove all food and dishware and wipe out all drawers and inside of cabinets
 - Sink
- ☐ Laundry Area
 - Washer – including inside of washer area under the lid
 - Dryer – including all lint removed from the inside
 - Sweep/Vacuum around/behind washer and dryer to ensure no lint/debris around area
- ☐ Bathrooms
 - Tub
 - Toilet – inside and around area, use a pumice stone to remove toilet rings
 - Sink/Vanity – clean top and wipe out inside of cabinets
 - Floor – sweep and then mop
 - Mirror

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- ☐ Floors
 - Carpeted floors – vacuum thoroughly
 - Hard surface floors – sweep thoroughly then mop
 - Including around all appliances
- ☐ Walls - Remove all nails, screws, etc.
- ☐ Outside area - patios, decks, porches – sweep off and clean up spills and stains

Return ALL keys to Landlord. Failure to do could result in a charge to re-key locks.

Note:

1. Normal wear and tear is not dirt, dust or soiled areas.
2. Damage to carpet and flooring is the responsibility of Tenant(s).
3. All garbage/trash must be placed inside trash cans. Do not leave trash in your house. You will be charged for removing it. Do not put furniture in or around trash cans – take it to the dump.
4. Please be careful around carpeted areas if using bleach to clean bathroom or kitchen. A charge will be assessed for bleach stains unless previously noted on the move-in inspection form.
5. If you are repairing sheetrock damage, make sure it is professionally done and use the correct materials or you will be charged to correct the problem.
6. If you have replaced a bedroom door knob during your lease, you need to put the original bedroom lock back on the door, attached in the same manner and condition as it was before it was ever removed or you will be charged to replace the original door knob and installation of the door knob.

The procedures above will require a planned commitment of time. Please plan accordingly. All cleaning and repairs that must be done by the Landlord due to Tenant(s) failure to follow the instructions listed above will be charged to the Tenant(s). If you have any questions, please contact us and we will be glad to help you in any way that we can.

Tenant Signature

Date

Tenant's Name Printed

Date

Initials: _____