

# Disciple Real Estate Services

11258 FORD AVENUE • SUITE 3 • Richmond Hill, GA 31324  
(912) 452-1777



## 1. Primary Terms

### 1.1 PRIMARY TERMS AND PROPERTY ADDRESS

For and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Landlord**, <<Company Name>>, doing business as Disciple Property Management LLC, and the undersigned **Tenant**, <<Tenants (Financially Responsible)>> do hereby agree as follows.

**Primary Terms.** The primary terms of the Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section 2 of the Lease.

**Lease.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of <<Lease Creation Date>> on the terms and conditions of which are set forth below.

**Property Address:**

<<Unit Address>> or "Premises."

### 1.2 LEASE START DATE

**Lease Start Date:** <<Lease Start Date>> Last Day of Lease ("Lease End Date"): <<Lease End Date>>. Tenant may terminate this Agreement without penalty if possession is not granted within 0 days of Lease Start Date ("Approved Delay Period").

### 1.3 RENTS AND CHARGES

**a. Rent:** Tenant shall pay monthly rent of <<Monthly Rent>>. The Total Rent due from Tenant over the initial Lease Term shall be <<Lease Term (Months)>>. Rent Shall Be Payable To Disciple Property Management and delivered to <<Company Address>>

("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein.

**b. Due Date for Rent:** Rent must be paid by Credit Card, ACH, or EFT. Rent shall be paid no later than 5pm on the 1st day of the month ("Due Date"). Rent paid after the Due Date shall be late and must include additional rent of <<Late Fee Rule>>

**c. Electronic Payments:** Electronic Payments must include any transaction fees set by the payment processing vendor.

**d. Service Charge:** Tenant shall immediately pay Landlord a service charge for all dishonored checks or rejected electronic (ACH) payments. Dishonored payments will incur service charge of 5% of total, with no less than \$30 minimum. Tenant shall additionally be responsible for all related charges or fees imposed on Landlord from Landlord's bank as a result of Tenant's dishonored payment.

### 1.4 SECURITY DEPOSIT

**a.** The Tenant shall pay <<Company Name>> as "Holder" a security deposit of <<Security Deposit Charges>> by Check, Certified Check, Money Order, Credit Card, ACH, or EFT.

**b. Security Deposit Bank Account:** The security deposit will be held in an Escrow Account at Southeastern Bank.

### 1.5 NOTICES NOT TO RENEW LEASE AND OTHER NOTICES

A party electing not to renew the Lease shall be required to provide 30 days notice of the same to the other party.

### 1.6 KEYS, REMOTES, AND RE-KEY FEE

Re-Key Fee will be paid by Tenant upon Lease Start Date. At Termination of Lease any keys or devices not returned will incur a fee no less than \$100 per item.

### 1.7 NON-REFUNDABLE ADMINISTRATIVE FEE

Non-refundable administrative fee paid by Tenant: \$250.00.

## 1.8 PETS AND ANIMALS

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Tenant acknowledges the requirement to complete an annual profile with Landlord's third party animal screening service, regardless of Tenant's animal ownership status.

At this Premises, Tenant

- Shall
- Shall Not

be allowed to keep pets on the premises.<<**Pet Information**>>Fish tanks are not allowed at multi-unit properties, regardless of whether other pets shall be allowed at the Premises.

## 1.9 SMOKING

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Smoking in any form is NOT allowed on or in the Premises.

## 1.10 UTILITIES

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Utilities provided by Landlord:

- Water
- Sewer
- Gas
- Electricity
- Trash Pickup
- Cable
- Other
- None

## 1.11 EARLY TERMINATION BY TENANT

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Tenant shall have the right to terminate this Lease early. See Corresponding Paragraph 2:11.

## 1.12 EARLY TERMINATION BY LANDLORD

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Landlord shall have the right to terminate the Lease early upon not less than 60 days notice.

## 1.13 HOLDING OVER RULE

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Tenant acknowledges there is a daily rate for holding over beyond the expiration or termination of the Lease. The daily rate will be the total monthly charges divided by the number of days in the current month, plus 20%, with the daily rate being no less than \$100 minimum.

## 1.14 FEE TO PREPARE LEASE AMENDMENT

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The Fee to Prepare a Lease Amendment that modifies Lease terms in any manner shall be no less than \$50.00.

## 1.15 USE AND OCCUPANCY AND SUBLET

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Only the following people are authorized to occupy the Premises: <<**Tenants (Financially Responsible)**>>, minor children, or legal dependents. Subletting of the Premises is strictly prohibited, both in whole or in part.

## 1.16 APPLIANCES PROVIDED BY LANDLORD

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<<**Appliances Included**>>

<<**Additional Lease Information**>>

## 1.17 LAWN & EXTERIOR MAINTENANCE

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- Tenant
- Landlord

shall maintain the lawn and perform exterior maintenance as described elsewhere herein.

1.18 PEST CONTROL

Pest Control, as specified elsewhere in the Lease, shall be the responsibility of and paid for by

- Tenant
 Landlord.

1.19 PROPENSITY OF FLOODING

The Premises have not flooded at least three (3) times within the past five (5) years.

1.20 LEAD BASED PAINT

The Premises:

- Were built prior to 1978. Tenant acknowledges they have been provided and read the Protect Your Family from Lead in Your Home pamphlet available at https://www.hud.gov/sites/documents/PROTECT\_FAMILY\_LEAD\_2012.PDF or from the Landlord.
 Were not built prior to 1978. Tenant has not been provided the Protect Your Family from Lead in Your Home pamphlet.

1.21 LIQUIDATED DAMAGES PAID BY TENANT

- a. Fee to Halt Dispossessory Action: The fee paid by Tenant to halt dispossessory actions in certain situations as set forth elsewhere herein shall be the Past Due Amount \$ ("Fee to Halt Dispossessory Action") plus an Administrative Fee of \$250.00 per occurrence.
b. Denial of Access Charge: Tenant agrees to pay \$75.00 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.
c. Unauthorized Pet Charge: \$500.00 per incident. Every day violation occurs may be deemed a separate incident.
d. Unauthorized Smoking within the Premises Charge: \$750.00 plus any repairs to get smoke out of home.
e. Utility Disconnection Charge for Unauthorized Disconnection of Utility Service: \$200.00
f. Charge for Unclean, Missing, Mis-sized HVAC air filters. \$300 per incident, plus the cost of any repairs attributed by vendor to this issue.
g. Unauthorized Tampering or Removing of Premises' Lock(s). \$250 per lock, plus the cost of any associated repairs.
h. Fee for Nonpayment of Rent for Final Month of Lease Term: Tenant agrees to pay an Additional Administrative Fee equivalent to one (1) month's rent in the event of nonpayment of the final month's rent. Tenant acknowledges the Security Deposit shall not be predesignated toward the final month's rent.

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1.22 RENEWAL

This Lease does not automatically renew. Tenant may be given an opportunity to sign a new or renewal Lease for another Lease Term and remain in the Premises. At the completion of the Lease term, if a new Lease has not been fully executed, the existing Lease will automatically become month-to-month, if not otherwise terminated with appropriate notice. The month-to-month Lease rental rate will automatically increase 5% over the immediately preceding rental rate rounded up to the next \$5.00 increment.

1.23 BROKERAGE RELATIONSHIPS IN THIS TRANSACTIONS

Listing Broker is Disciple Real Estate, DBA Disciple Property Management, and is representing the Landlord as client, not the Tenant.

1.24 MATERIAL RELATIONSHIP DISCLOSURE

Broker and/or affiliated licensees disclose the following material relationships: Some properties managed by <<Company Name>> are owned by the Broker, Employees of Broker, or Family of Broker.

1.25 DISCLOSURE OF OWNERSHIP AND AGENTS

a. Owner Disclosure: The name and address of the Owner of record of the Premises or the person authorized to act for and on behalf of the Owner for the purpose of serving of process and receiving demands and notices is as follows:

<<Company Name>> doing business as Disciple Property Management LLC

<<Company Address>>

or PO Box 128 Richmond Hill, GA 31324

**b. Manager Disclosure:** The name and address of the person authorized to manage the Premises and Property is as follows: Brokerage Firm: Disciple Property Management (hereinafter "Manager"). Address of Brokerage Firm: <<Company Address>>

or PO Box 128 Richmond Hill, GA 31324. Contact Person: Disciple Property Management. Phone Number: <<Company Phone Number>>

By initialing below, you acknowledge and agree to the terms in Section 1.

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## 2. Corresponding Paragraphs

### 2.1 AGREEMENT TO LEASE.

The parties agree to enter into this Lease for the Premises. The Premises are fit for human habitation. The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (a) all rules, regulations and covenants applicable thereto; and (b) the common areas being reduced, modified, altered or being made subject to further use restrictions adopted by Landlord, in its sole discretion, or any community association responsible for the same. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.

### 2.2 TERM AND POSSESSION.

If Landlord is unable to deliver possession of Premises on the Start Date, rent shall be abated on a daily basis until possession is granted. Neither Owner, Landlord, or Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.

### 2.3 RENT.

Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing.) If the Lease Start Date or the Lease End Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. Rent not paid in full by the Due Date shall be late. Landlord may, but shall have no obligation to accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the applicable Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks or electronic payment from Tenant after one or more of Tenant's said payments have been returned by the bank unpaid.

### 2.4 SECURITY DEPOSIT.

**a. Move-In Inspection:** After a Holding Fee has been received, and prior to its conversion to the Security Deposit (minus a Non-Refundable Administration Fee), Landlord shall provide Tenant with Inspection results in which existing damages to Premises are itemized in writing or photographic form. Both Landlord and Tenant shall sign the Inspection results and Tenant shall be entitled to retain a copy of said results. Prior to taking occupancy after the Move In Inspection is signed, Tenant has the right to inspect Premises to ascertain the accuracy of the Inspection results. Tenant acknowledges they are familiar with said results and that the Premises are in a good and habitable condition, OR Tenant waives the right to verify Inspection results prior to taking occupancy by accepting keys. Tenant shall have three (3) business days following Lease Start Date to submit additional photos of the Premises to be considered part of said Inspection results.

**b. Deposit of Same:** Holder shall deposit the Security Deposit within five (5) business days of receiving the same into the bank and account referenced herein. If Landlord is managing the property, the Security Deposit may be deposited in a general account, and it will not be segregated and will be co-mingled with other funds of Holder.

*[NOTE: If Landlord or Landlord's spouse or minor children own more than ten (10) rental units, if Landlord is not a natural person or if Landlord is a real estate licensee or if the management, including rent collection, is performed by third persons, natural or otherwise, for a fee, the Security Deposit must be deposited into an escrow account.]*

All interest earned on the above-referenced account shall belong to the Holder. Holder shall have the right to change the bank in which the Security Deposit is held upon notice to Landlord and Tenant, provided that the type of account remains the same. Landlord shall have the right upon fourteen (14) days prior notice to Holder and Tenant to change the Holder of the Security Deposit and / or the bank account into which the Security Deposit is deposited; provided that the new Holder designated by Landlord is a licensed Georgia real estate broker and the bank account into which the Security Deposit is deposited into is an escrow/trust account.

**c. Security Deposit Payment Not Honored:** In the event any Security Deposit payment is dishonored for any reason by the bank upon which it is drawn, Holder shall promptly notify all parties to this Agreement of the same. Tenant shall have three (3) business days after notice to deliver Certified Funds to Holder. In the event Tenant does not timely deliver Certified Funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.

**d. Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Agreement or the surrender of Premises by Tenant, whichever occurs later (hereinafter "Tenant Move Out"); provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises or the Property except for normal wear and tear or damage noted at the commencement of the Lease in the Move In Inspection results signed by Landlord and Tenant; and (6) all keys/remotes/devices to the Premises and to recreational or other facilities, access cards, gate openers and garage openers have been returned to Landlord.

**e. Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property caused by Tenant, Tenant's household or their invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, utility charges or pet fees; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; (5) late fees and any other unpaid fees, costs and charges referenced herein.

**f. Move-Out Statement:** Holder shall provide Tenant with a statement ("Move-Out Statement") listing the exact reasons for the retention of the Security Deposit or for any deductions there from. If the reason for the retention is based upon damage to Premises, such damages shall be specifically listed in the Move-Out Statement. The Move-Out Statement shall be prepared within three (3) business days after the termination of occupancy. If Tenant terminates occupancy without notifying the Holder, Holder may make a final inspection within a reasonable time after discovering the termination of occupancy. Tenant shall have the right to inspect Premises within five (5) business days after the termination of occupancy in order to ascertain the accuracy of the Move-Out Statement. If Tenant agrees with the Move-Out Statement, Tenant shall sign the same. If Tenant refuses to sign the Move-Out Statement, Tenant shall specify in writing, the items on the Move-Out Statement with which Tenant disagrees within three (3) business days. For all purposes herein, a business day shall not include Saturday, Sunday or federal holidays.

**g. Delivery of Move-Out Statement:** Holder shall send the Move-Out Statement, along with the balance, if any, of the Security Deposit, to Tenant on or before it is due under state law. The Move-Out Statement shall either be delivered via email to Tenant or mailed to the last known address of Tenant via first class mail. If the letter containing the payment is returned to Holder undelivered and if Holder is unable to locate Tenant after a reasonable effort, the payment shall become the property of Landlord ninety (90) days after the date the payment was mailed.

**h. Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

## 2.5 NOTICES TO NOT RENEW LEASE AND OTHER NOTICES.

**a. Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.

**b. Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail. The person delivering or sending the written notice signed by a party may be someone other than that party.

**c. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

**d. When Broker Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, or e-mail address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein).

## 2.6 KEYS, REMOTES, AND REKEY FEE

Two (2) keys will be provided per Premises. Primary residence keys are not allowed to be duplicated by Tenants. Additional keys beyond the two (2) provided will require an additional payment per key, which will be added to the Tenant's Security Deposit. Landlord shall provide Tenant with all access codes to any entrance gates, and any security system - if included in Appliances - located on the Premises. Tenant acknowledges that upon termination of Lease or surrender of property, all keys, remotes, pool keys, gate keys, and access methods must be

provided to Landlord to avoid additional charges per key or device.

## 2.7 ADMINISTRATIVE FEE.

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Prior to the commencement of occupancy, Tenant shall pay Holder the non-refundable Administrative Fee set forth elsewhere herein.

## 2.8 PETS.

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No pets are allowed or shall be kept at the Premises unless already pre-approved per the Landlord's Pet and Animal Policy. This includes but is not limited to pets that belong to guests and/or pets that are staying at Premises temporarily.

### a. For Premises where Authorized Pets are Allowed, the Tenant Acknowledges:

1. A Non-Refundable Pet Fee is required per pet.
2. Monthly Pet Rent is required per pet. Pet Rent is an addition to property rent. Monthly Pet Rent will vary based on the pet's rating from Landlord's third-party animal screening service.
3. Fish tanks at single-family properties fall under the terms of Landlord's Pet and Animal Policy, including the Non Refundable Pet Fee and Pet Rent - per tank.
4. Fish tanks are not allowed at multi-unit properties, regardless of whether other pets shall be allowed at the Premises.

### b. Animal Guidelines and Expectations. Tenant Acknowledges:

1. All animals must be kept on a leash when outside of the residence or out of the fenced yard of said residence. Electronic or wireless training devices are not considered a leash, and tethering of an animal is prohibited.
2. Animals are to be kept under control at all times so as to not disturb other Tenants, Guests, or Neighbors.
3. Animal noise levels must be kept to a minimum.
4. Animals shall not be kept, bred, or used for any commercial purposes.
5. Animal waste is to be removed promptly and disposed of properly.
6. Feeding or housing of stray animals is not allowed.
7. Two or more warnings from Landlord regarding animal related issues may result in Tenant receiving a comply or quit notice.

### c. Unauthorized Pets. Tenant Acknowledges:

1. If Tenant has a pet on the property not pre-authorized per Landlord's Pet and Animal Policy, Tenant will be in violation of the Lease and will be charged an Unauthorized Pet Fee.
2. For each Unauthorized Pet, Tenant bears responsibility for Pet Rent backdated to the Lease Start Date but not to exceed 12 months.
3. If Landlord receives approval from Homeowner for the Unauthorized Pet to remain on the Premises as an Authorized Pet, Tenant is required to follow Landlord's Pet and Animal Policy including the Non-Refundable Pet Fee per animal and ongoing monthly Pet Rent per animal.

### d. Move Out Expectations with Pets and Animals. Tenant Acknowledges:

1. Tenant bears responsibility to follow all animal related Move Out Guidelines current at the time of Move Out.
2. Tenant with indoor or outdoor pets or animals bears responsibility to have Premises professionally treated for fleas by Landlord's preferred pest control provider, who warrants the treatment. Payment for treatment will be charged at the time the move out notice is received or provided.
3. Any holes in the yard attributed to pets or animals must be filled prior to move out.

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## 2.9 NO SMOKING.

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Unless specifically authorized in this Agreement, Premises shall be a smoke free zone with smoking not permitted therein including in heated and unheated portions of the residence, any outbuildings, and any open-air areas with a roof. Smoking includes the use of standard smoking substances, as well as electronic cigarettes and vaping.

## 2.10 UTILITIES.

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Landlord shall have no responsibility to connect utilities not specified within this Lease as provided by Landlord. Tenant shall connect all utilities to be paid for by Tenant within three (3) business days from the commencement of the Lease and shall keep these utilities on through Move Out for three (3) business days following key return or surrender of Premises to Landlord. In the event Landlord fails to disconnect any formerly connected utilities within three (3) business days of Lease Start Date and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition,

Tenant shall immediately cause any such utility to be transferred to Tenant's name and/or responsibility.

## 2.11 EARLY TERMINATION BY TENANT.

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### a. Right to Terminate Early:

1. Tenant shall have the right to terminate this Lease early if:
  - a. Tenant has expressly been given the right to terminate the Lease in the coordinating section of this Lease (1.11.)
  - b. Tenant is not in default hereunder at the time of giving notice.
  - c. Tenant continues to pay rent on time and in full for the months prior to the Termination Date.
  - d. Tenant pays any additional fees due on time as set out in the Special Stipulations section.
2. To be effective, any notice for early termination must be signed by all Tenants.
3. If all of these conditions have been met, Tenant may terminate this Lease by following procedures set forth within the full Lease section "Right to Terminate Early," and returning the Premises in a clean and rent ready condition, ordinary wear and tear excepted.
  - a. Tenant acknowledges that Early Termination of the Lease shall not relieve Tenant of responsibilities and obligations regarding damage to Premises.
  - b. Tenant acknowledges that the Security Deposit shall not be pre-designated toward any financial obligations set forth herein.

**b. Special Stipulations:** If Tenant chooses to terminate the Lease prior to the expiration date for any reason other than official military orders that qualify for early move-out under the Service Members Civil Relief Act, Tenant is aware that:

1. Tenant is fully responsible for the Lease until the Lease expires or until said property is re-rented by a qualified Tenant(s), or until the Premises closes from a sale.
2. Tenant will be required to pay one (1) additional month's rent as an Additional Administration Fee.

**c. Active Duty Military:** If Tenant is on active duty with the United States military and Tenant or an immediate family member of Tenant occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed thirty (30) days rent after Tenant gives notice under this section, and the cost of repairing damage to Premises caused by an act or omission of Tenant. Additionally under this section said Tenant shall have no obligation to pay an Early Lease Termination Administrative Fee or additional rent other than for thirty (30) days after Tenant gives notice and presents to Landlord the official orders.

**d. Military Activation:** Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty in the United States military during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; then and in that event this Lease shall be controlled by the Service Members' Civil Relief Act of 2003 as amended in 50 U.S.C.A. 50-534.

## 2.12 EARLY TERMINATION BY LANDLORD

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Landlord may terminate the Lease prior to the lease expiration date and in such event Tenant agrees to vacate the Premises subject to the following:

a. Landlord shall give Tenant written notice of the early termination and to vacate set forth elsewhere herein, in which case Tenant remains responsible for Lease terms through the notice period.

## 2.13 HOLDING OVER.

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Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Agreement, or Tenant fails to return keys, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

## 2.14 FEE TO PREPARE LEASE AMENDMENT

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This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Should Landlord consent to modifying the names of the Tenant on this Lease or terms of this Lease, Tenant agrees to pay Manager the Fee to Prepare Lease Amendment set forth elsewhere herein.

## 2.15 USE AND OCCUPANCY AND SUBLET

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Premises shall be used for residential purposes only and shall be occupied only by those persons listed in this Agreement. Premises and Property shall be used by Tenant, and Tenant shall cause all occupants of the Premises and their guests, invitees, licensees and contractors of Tenant to use the Premises and Property in accordance with all federal, state, county, and municipal laws and ordinances. Tenant agrees that any violation or noncompliance of the above resulting in fines, sanctions or penalties being imposed against Landlord or Manager shall be the financial responsibility of and immediately paid by the Tenant to Landlord as Additional Rent. Tenant shall be responsible for ensuring that Tenant, all occupants of the Premises and their respective invitees, licensees, contractors and guests comply with the Rules and Regulations set forth below, and not engage in any activity while on Property or in Premises that is unlawful, would endanger the health and safety of others, or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicted

for any unlawful activity occurring on Property or for a felony occurring off of the Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may, but shall not be obligated to, terminate this Lease upon notice to Tenant. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.

Landlord and Tenant acknowledge and agree that the number of persons occupying the Leased Premises shall not exceed two (2) persons per (1) bedroom. A "guest" is defined as a person invited into the Leased Premises by the Tenant(s) and/or Occupant(s). Any guest(s) who has not been authorized to reside at the premises and is residing in said premises for more than 10 consecutive days per 6 month time period will be considered an "unauthorized occupant". Unauthorized occupants and any violation of the occupancy limits will be considered a breach of the Lease agreement and Tenant may be found in default of the Lease.

Prohibited subletting of the Premises includes a sublet for any length of time of any or all portions of the entire Premises, as defined in Lease Section 1.1.

## 2.16 APPLIANCES.

Only the appliances described elsewhere herein are provided by Landlord as part of this Agreement and included in this Lease.

## 2.17 LAWN AND EXTERIOR MAINTENANCE.

The party maintaining the lawn shall keep the lawn mowed, edged, weed-eated, flower beds free of weeds, shrubs trimmed, and grass clippings picked up on a regular basis - minimum of once every two (2) weeks in growing season and fall leaf season - and shall keep the Premises free of rubbish, trash and debris including the yard, lot, grounds, sheds, walkways and driveway. Landlord shall be responsible for any other maintenance of the Premises or the Property required under O.C.G.A. 44-7-13.

For properties at Cypress Pointe and Villages of Vallambrosa, lawn care provided by the HOA includes mowing and edging only. All other lawn care needs are Tenant responsibility including, but not limited to maintaining flower beds and shrubs. Should the Landlord voluntarily provide any routine lawn services, scheduling of said services is at Landlord's discretion and not obligated with this Lease.

## 2.18 PEST CONTROL.

Landlord will be responsible for termite and rodent control. The term "pest control" herein means addressing any problems in the Premises with ants, cockroaches, spiders and other insects and preventing the infestation thereof. The party responsible for the same is set forth elsewhere herein. Tenant shall be responsible for the immediate treatment of any bed bugs in the Premises by a Landlord's preferred pest control company and the immediate and permanent removal from the Premises of any mattresses, bedding, clothing and other similar items that may contain bed bugs or bed bug larvae.

- **Landlord requires ongoing pest control with Landlord's preferred pest control company.** Tenants are billed monthly and property is scheduled for treatment quarterly, with re-treatment available upon request between scheduled services. Indoor treatment is required.

## 2.19 PROPENSITY FOR FLOODING

When the owner of real property, either directly or through an agent, seeks to lease or rent that property for residential occupancy, prior to entering a written agreement for the leasehold of that property, the owner shall, either directly or through an agent, notify the prospective tenant in writing of the property's propensity of flooding if flooding has damaged any portion of the living space covered by the lease or attachments thereto to which the tenant or the tenant's resident relative has sole and exclusive use under the written agreement at least three times during the five-year period immediately preceding the date of the lease. This disclosure set forth elsewhere herein is to fulfill that requirement.

## 2.20 LEAD-BASED PAINT

For any Premises built prior to 1978, Tenant acknowledges that any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA's standards. (<http://www.epa.gov/lead>).

## 2.21 LIQUIDATED DAMAGES

It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.

**a. Fee to Halt Dispossessory Action:** Landlord can file a dispossessory action against Tenant for any Default of the Lease. In the event that a dispossessory action is filed against the Tenant and then dismissed prior to a court hearing by the Landlord, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossessory Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossessory action.

**b. Denial of Access, Right of Access, Signage:** Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may



enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure keys, jewelry, prescription drugs and other valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.

**c. Unauthorized Pet Charge:** Except for those Pets authorized per Landlord's Pet and Animal Policy, no other animals are authorized to be within the Premises. This includes, but is not limited to, animals which belong to guests or animals which are only staying temporarily. Should Landlord or Manager ever witness an unauthorized animal within the Premises, Tenant agrees to pay Landlord the Unauthorized Pet Charge as liquidated damages in the amount set forth elsewhere herein for each occasion where Landlord/Manager observed the unauthorized animal.

**d. Unauthorized Smoking Within Premises:** Many people are sensitive to the smell of smoke whether cigarette, cigar, or any other substances, and removing smoke odor is costly. If Tenant is NOT authorized to smoke within the Premises as set forth elsewhere herein and Landlord or Manager note that smoking has occurred within the Premises, Tenant agrees to pay Landlord the Unauthorized Smoking within the Premises charge as described elsewhere herein.

**e. Utility Connection Charge:** In order for Landlord or Manager to perform an accurate move out inspection, utilities to the Premises need to be on. Should Tenant disconnect the utilities prior to the Move-Out Inspection, thereby interfering with Landlord's ability to perform a complete inspection, Tenant agrees to pay to Landlord the Utility Disconnect Fee as liquidated damages as set forth elsewhere herein.

**f. Charge for Unclean, Missing, Mis-sized HVAC Air Filters:** When HVAC air filters are not properly maintained, a build up of particles and contaminants adhere to the filter, which obstruct free air flow, creating undue wear and tear on the HVAC system.

**g. Unauthorized Tampering or Removing of Premise's Lock(s):** Tenant(s) acknowledge that replacement of a lock to the Premises with one of Tenant's choosing (including but not limited to keypad entry) must be preapproved and follow Landlord's policy. Not all locks or Premises are eligible for Tenant replacement.

**h. Fee for Nonpayment of Rent of Final Month of Lease Term:** Tenant acknowledges the Security Deposit shall not be predesignated toward the last month's rent, and the Security Deposit shall be processed in keeping with Lease Section 2.4. The Additional Administration Fee for nonpayment of final month's rent shall be in addition to Rents and Charges detailed in Lease Section 1.3.

## 2.22 RENEWAL TERM.

Either party may terminate this Lease at the end of the term by giving the other party the Notice Not to Renew Lease Term. If neither party gives the required notice, the Lease will automatically renew as described elsewhere herein. Unless otherwise specified herein, all existing Lease terms shall remain the same. The additional term shall begin on the first day following the end of the preceding term.

## 2.23 AGENCY AND BROKERAGE

**a. Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.

**b. Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

## 2.24 MATERIAL RELATIONSHIP DISCLOSURE

For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.

## 2.25 DISCLOSURE OF OWNERSHIP AND AGENTS

At or before the commencement of a tenancy, the Landlord or an agent or other person authorized to enter into a rental agreement on behalf of the Landlord shall disclose to Tenant in writing the names and addresses of the following persons:

**a. Owner:** The owner of record of the Premises, or person or entity authorized to act for and on behalf of the owner for the purposes of serving of process and receiving and receipting for demands and notice.

**b. Manager:** The person or entity authorized to manage the Premises.

These Parties are named in the Owner Disclosure and Manager Disclosure Paragraph of this Agreement. In the event of a change in any of the names and addresses required to be contained in such statement, the Landlord shall advise Tenant of the change within thirty (30) days after the change either in writing or by posting a notice of the change in a conspicuous place on the Property.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

## 3. OTHER TERMS AND CONDITIONS

### 3.1 DEFAULT.

**a. Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:

(1) Tenant fails to abide by any of the terms and conditions of this Lease. (2) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted). (3) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease. (4) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests. (5) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises without the consent of Landlord.

**b. Effect of Default:** If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

### 3.2 TENANT'S RESPONSIBILITIES.

**a. Repairs and Maintenance:** Tenant acknowledges that the Premises is in good condition, free of defects and fit for residential occupancy. Tenant shall promptly submit a Maintenance Request to Landlord of any dangerous condition or need for maintenance existing in Premises or on the Property. Upon receipt of notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair the following: (1) all defects in Premises or Property which create unsafe living conditions or render Premises untenable; and (2) to the extent required by state law, such other defects which, if not corrected, will leave Premises or Property in a state of disrepair.

- Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary and clean condition free of trash and debris. All of Tenant's trash shall be kept in designated trash containers and removed from the Premises at least once each week.
- Tenant acknowledges if a Maintenance Request is submitted and (1) Tenant has failed to follow reasonable due diligence or (2) failed to follow troubleshooting helps provided, and the vendor responding on behalf of Landlord determines the item to be working correctly, Tenant agrees to reimburse Landlord for the vendor's invoice amount.
- Tenant obligation to maintain the Premises includes, but not limited to, replacing any light bulbs which fail during the Lease Term, monthly changing HVAC air filters, and fridge filters as required.
- Tenant shall be responsible for any clogged plumbing within the Premises. Landlord shall be responsible for all other plumbing issues between the Premises and the street or the Premises and the septic tank or in any plumbing line outside of the Premises which exclusively serves the Premises.
- Tenant shall be responsible for any damages to the Premises and/or Property caused by Tenant's abuse or neglect.
- Any expenses incurred by Landlord to remedy any violations of this provision shall be paid by Tenant to Landlord as additional rent within fourteen (14) days of the receipt of an invoice from Landlord, or paid by Tenant to Landlord as additional Security Deposit to be remedied after the tenant's move out.
- Proceeding with repairs are at Landlord discretion, except as prior stipulated.
- Landlord shall not be liable for any damage during tenancy caused by vandalism or burglary, including but not limited to broken windows, doors, property, etc. Obtaining Renters Insurance is recommended.
- In the event of an issue of excess water use, the party responsible in the Lease for the water utility remains responsible for all associated utility charges. Tenants concerned with non-emergency water issues are advised to turn off the water to the fixture when not in use.

**b. Smoke Detector:** Tenant acknowledges that Premises is equipped with a smoke detector(s) in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and change batteries as needed. Tenant shall notify Landlord immediately if the smoke detector is not functioning properly.

**c. Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.

**d. Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew, and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. If dangerous or hazardous levels of mold are suspected, Tenant may have a

professional air quality test conducted by a reputable professional. IF the test results indicate hazardous or dangerous levels of mold spores, Landlord shall reimburse Tenant for the Air Quality testing, and then move forward with any necessary inspections and repairs.

**e. Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent. Tenant acknowledges initial and ongoing responsibility for their knowledge of such documents.

### 3.3 RULES AND REGULATIONS.

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Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.

a. No painting.

b. Standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls of Premises. No nails, screws, drywall anchors, or adhesive hangers are allowed.

c. Tenant is prohibited from adding, changing, or in any way altering the Premises or Property, including locks installed on the doors of the Premises without prior permission of Landlord and in keeping with Landlord's policy.

d. Motor vehicles shall only be parked on the paved portions of the Premises and the Property intended for use as parking spaces and whose use is not reserved to others. Authorized vehicles must fit within the assigned parking space lines.

e. Motor vehicles with expired or missing license plates, non-operative vehicles and vehicles which drip oil or antifreeze shall not be parked or kept on the Premises or the Property.

f. No waterbeds shall be used on the Premises or Property, and no above ground pools, of any size, are allowed.

g. Tenant shall not shower in a shower which does not have a fully operational shower curtain or shower enclosure.

h. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord.

i. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on the Premises or Property.

j. Tenant shall only skateboard, skate, rollerblade or bicycle on paved portions of the Premises or Property and while wearing proper safety equipment.

k. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Landlord. No sheets, blankets, towels, cardboard, newspaper or other make-shift temporary window treatments shall be used as such on the Premises.

l. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible, or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.

m. Tenant shall not engage in any behavior in the Premises including but not limited to yelling, playing loud music or media at an excessive volume, or anything that unreasonably disturbs neighbors or constitutes a nuisance, based on the sole, reasonable opinion of Landlord.

n. All appliances, equipment and systems on or serving the Premises shall only be used in accordance with the manufacturer's operating instructions.

o. Tenant shall only flush reasonable amounts of toilet paper in a toilet. No sanitary napkins, paper towels, diapers, wipes of any kind, or other items shall be flushed.

p. The Premises shall only be used for residential purposes. No trade or business uses shall be permitted except with the prior written consent of Landlord and in keeping with applicable zoning laws.

q. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.

r. Tenants shall not exhibit behavior or language that is disrespectful, abusive, harassing, combative, threatening, vulgar, or evasive, toward Landlord, agent, vendor, or staff.

s. Tenant acknowledges that satellite dishes may be installed on poles in backyards, unless otherwise prohibited by written community standards. Said satellites are Tenant responsibility to remove prior to Lease End. Satellite dishes may not be affixed directly to the Premises.

t. Tenant may not add any yard structures (e.g. trampoline, swing set, playground equipment, sheds, etc.) without prior written permission.

### 3.4 PROPERTY LOSS.

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Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant stands advised to obtain renter's insurance with comprehensive insurance for damage to or loss of personal property. Tenant hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the property loss. Landlord shall have no responsibility or liability for Tenant's personal property.

### 3.5 DISCLAIMER.

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**a. General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances;

termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.

**b. Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.

**c. Neighborhood Conditions:** Tenant acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. It shall be Tenant's duty to become acquainted with any present or future neighborhood conditions which could affect the Premises or Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Premises and Property, political jurisdictional maps, and land use and transportation maps and plan. If Tenant is concerned about the possibility of a registered sex offender residing in the area, Tenant should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.gbi.georgia.gov](http://www.gbi.georgia.gov) and the National Clandestine Laboratory Register – Georgia at [www.dea.gov](http://www.dea.gov).

**d. Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.

### 3.6 MISCELLANEOUS.

**a. Time of Essence:** Time is of the essence of this Lease.

**b. No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

**c. Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.

**d. Joint and Several Obligations:** The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.

**e. Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.

**f. Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.

**g. Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.

**h. Keys:** Landlord may release keys to or open the Premises to any of the occupants listed herein.

**i. Waiver of Homestead Rights:** Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.

**j. Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.

**k. Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.

**l. Rental Application:** Only those people indicated on Tenant's Application are permitted to reside at the Premises, with the exception of any minor children born to or adopted by Tenant. If it is later discovered that the information disclosed on Application by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies

regarding said default.

**m. Fair Housing Disclosure:** Landlord, Broker and Manager are committed to leasing and managing the Premises without regard to race, color, national origin, religion, handicap, familial status, sex, sexual orientation or gender identity.

**n. Credit Reporting:** Landlord reserves the right to report payment data to credit agencies.

### 3.7 DESTRUCTION OF PROPERTY.

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If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged, and Landlord shall restore Premises as soon as is reasonably practicable, whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence or intentional action of Tenant or Tenant's household or their invitees, licensees, or guests.

### 3.8 MORTGAGEE'S RIGHTS.

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Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

### 3.9 GAR FORMS.

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The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

### 3.10 BEWARE OF CYBER FRAUD:

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Tenant acknowledges warning to use great caution in wiring funds based solely on wiring instructions sent by e-mail, and to treat as highly suspect any follow up e-mails received from a mortgage lender, closing attorney and/or real estate broker directing Tenant to wire funds to a revised account number.

### 3.11 EXHIBITS AND ADDENDUMS.

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**Exhibits to Lease are as follows:** No exhibits.

**Addendums to Lease are as follows:**

1. Non-Refundable Holding Fee Disclosure
2. Renting Sight Unseen Disclosure
3. Maintenance Request Process and After Hours Emergency Disclosure
4. Move Out Related Disclosure
5. Media Disclosure
6. Annual Inspection Disclosure

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. Addendums

### 4.1 NON-REFUNDABLE HOLDING FEE DISCLOSURE

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If the Applicant(s) pay the Holding Fee - as defined in the Application - and then fails to enter the Lease Agreement within the time defined

in said Application, the Applicant(s) shall forfeit the Holding Fee, and the right to rent said Premises.

When the Lease is signed by all parties, all current rent and applicable fees have been paid, and the Move In Inspection has been signed, the Holding Fee transfers to a Refundable Security Deposit minus the Non-Refundable Administration Fee.

#### 4.2 RENTING SIGHT UNSEEN DISCLOSURE

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1. Tenant acknowledges that Landlord recommends strongly against renting any property without on-sight inspection. Tenant acknowledges and accepts that a signed Lease is irrevocable for any reason, regardless of expectations about the Premises or following inspection of said Premises.

#### 4.3 MAINTENANCE REQUEST PROCESS AND AFTER HOURS EMERGENCY DISCLOSURE

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1. A Maintenance Request must be reported through the Online Tenant Portal, with an accompanying photo. This process is for both non-emergency and emergency requests.
2. For After Hours Emergencies, Tenant must additionally call the Landlord's provided phone number and follow all prompts for After Hours Emergencies.

#### 4.4 MOVE OUT RELATED DISCLOSURE

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**Forwarding Address. Tenant Acknowledges:**

- Tenant is obligated to provide Landlord with Tenant's forwarding address and any changes in Tenant contact information.

**Move Out Guidelines. Tenant Acknowledges:**

- Move Out Guidelines will be available to Tenant for download via Landlord's website, and/or will be emailed to Tenant address(es) of record. Upon request, Landlord will print Move Out Guidelines for Tenant.
- The Move Out Guidelines will contain procedures and standards for the cleanliness and condition expected for the Premises at Tenant Move Out.
- If the Lease End Date is extended after the Move Out Guidelines are provided to Tenant, Landlord reserves the right to provide Tenant with more current Move Out Guidelines.
- Return of keys, remotes, and other devices related requirements are referenced in Lease sections 1.6, 2.4.d, and 2.6. Specific procedures will be addressed in the Move Out Guidelines and Landlord communications.
- Utility related requirements are referenced in Lease section 2.10. Procedures will be addressed in the Move Out Guidelines and Landlord communications.
- Move Out Guidelines include specific procedures and expectations regarding the condition of the Premises, following Tenant's surrender of said Premises. Said Guidelines include these and other specific directions:
  - Do not paint or spackle.
  - Remove all personal items and trash from the Premises including from the yard and attic.
  - All HVAC air filters must be newly replaced, and fridge water filter must not be expired.
  - Turn off the ice maker, and empty any existing ice.
  - Carpets must be professionally cleaned, with a receipt required at key return or left on kitchen counter of the home.
  - If there were animals at the Premises (inside or outside), a receipt for professional flea treatment from Landlord's preferred vendor is required at key return or left on kitchen counter of the home. Any damage to Premises caused by authorized or unauthorized animals, or violations of Landlord's Pet Policy will be Tenant responsibility.

**Move Out Inspection, Move Out Statement, and Security Deposit. Tenant acknowledges:**

- A Move Out Inspection will be conducted separately from Tenant, within three (3) business days of key return, or the surrender and acceptance of the Premises to Landlord. The Move Out Inspection documents the condition of the Premises at the time of inspection. Issues documented in the Move Out Inspection are not necessarily Tenant responsibility.
- Tenant will be provided a copy of said Inspection via email. Tenant may request a printed copy, and acknowledges that a printing fee may be assessed.
- A Move Out Statement reflecting Tenant responsibility will be generated by Landlord, including a list of any tentative Tenant responsibility damages, with the estimated dollar value of each issue. Fair wear and tear of the Premises during the Lease term is allowed, and preexisting conditions from the Move In Inspection are taken into consideration. Tenant shall have the option to Accept or Dissent to the Move Out Statement. Landlord shall email the Move Out Statement, and - if a forwarding address has been provided to Landlord - send a copy via US mail.
- If Tenant disagrees with the Move Out Statement, directions of how to lodge dissents - in keeping with GA law and Landlord procedures - shall be provided in the Move Out Statement.
- Landlord shall process the Security Deposit, generating return of said Security Deposit or finalizing any monies withheld, within 30 days following the termination of the Lease or the date the Premises were surrendered - whichever is later. Early Termination by Tenant outside of military related exceptions can extend when the Security Deposit is processed beyond 30 days. See Lease Section 2.12.b Special Stipulations.

#### 4.5 MEDIA DISCLOSURE

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Media Release - Landlord routinely photographs and/or videos the condition of managed Premises, before and after each tenancy, and may market Premises with photos, videos, testimonials, etc. Applicant understands and agrees that the Landlord may use said documentation and client records for any legal purpose, and Tenant accepts any risk or consequence from these items being used in the course of business.

#### 4.6 ANNUAL INSPECTION DISCLOSURE

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Landlord plans at least one annual walkthrough / inspection per Premises.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

### 5. Sign and Accept

#### 5.1 LISTING BROKER / AFFILIATED LICENSEE CONTACT INFORMATION

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<<Company Name>>  
DBA Disciple Property Management

Brokerage Firm License Number  
H-45796

Paul R. Longgear II  
GA Real Estate License # 181098

Licensee's Email Address - broker@disciplepm.com

Broker's Address -  
11258 Ford Avenue Suite 3  
Richmond Hill, GA 31324

OR PO Box 128  
Richmond Hill, GA 31324

Broker's Phone Number - (912) 348-8832

#### 5.2 ACCEPTANCE OF LEASE

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This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed