

# Ridge Lake Properties, LLC

## Lease for Residential Property

Effective on this date, \_\_\_\_\_, Landlord and Tenant (as defined below) hereby enter into this Lease for Residential Property (hereinafter "Lease" or "Agreement"), which includes all provisions contained herein, along with related addenda and exhibits, the terms and conditions of which are set forth below:

**Name of Landlord:** RIDGE LAKE PROPERTIES, LLC (hereinafter "RLP" or "Landlord")

**Name of Tenant(s):** \_\_\_\_\_ ("Tenant")

**Property Address:** \_\_\_\_\_ ("Premises" or "Property")

**Lease Start Date:** \_\_\_\_\_ **Lease End Date:** \_\_\_\_\_ **Lease Term:** \_\_\_\_\_ **Months** \_\_\_\_\_ **Days**

**Security Deposit:** \_\_\_\_\_

**Monthly Rent:** \_\_\_\_\_

**Total Rent Over Lease Term:** \_\_\_\_\_

**Rent Due Date:** First (1<sup>st</sup>) Day of Each Month

**Rent Payment Address:** Ridge Lake Properties, LLC  
2500 Dallas Highway  
Suite 202, PMB #182  
Marietta, Ga. 30064

**Utilities Provided by Landlord:** Public Water \_\_\_\_\_ Public Sewer \_\_\_\_\_ Electric \_\_\_\_\_ Natural Gas \_\_\_\_\_ Cable \_\_\_\_\_  
Satellite \_\_\_\_\_ No Utilities Provided by Landlord \_\_\_\_\_ Home Equipped with Septic System \_\_\_\_\_

**Services Provided by Landlord:** Trash Removal or Dumpster Access \_\_\_\_\_ Front Lawn and Shrub Maintenance \_\_\_\_\_  
Rear Lawn Maintenance \_\_\_\_\_ Homeowner's Association (HOA) Amenities (e.g. pool, playground) \_\_\_\_\_

**Appliances and Convenience Devices Provided by Landlord:** Refrigerator \_\_\_\_\_ Gas Range \_\_\_\_\_ Electric Range \_\_\_\_\_  
Microwave Oven \_\_\_\_\_ Garbage Disposal \_\_\_\_\_ Dishwasher \_\_\_\_\_ Garage Door Opener(s) \_\_\_\_\_

**Names of All Authorized Occupants of Premises:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*RIP Master Lease, 022015*



## **Fees and Charges**

<b>Insufficient Funds (NSF) Service Charge (para. #7):</b>	Seventy-five dollars (\$75) per occurrence
<b>Fee to Halt Dispossession Action (para. #14):</b>	One-hundred fifty dollars (\$150) per occurrence
<b>Denial of Access Fee (para. #25):</b>	Seventy-five dollars (\$75) per occurrence
<b>Holding Over/Trespass Fee (para. #15):</b>	One-hundred dollars (\$100) per day
<b>Lock Re-key Fee (para. #5b):</b>	One-hundred fifty dollars (\$150)
<b>Utility Disconnect Fee (para. #18):</b>	One-hundred dollars (\$100)

1. **Agreement to Lease.** Landlord leases to Tenant, and Tenant leases from Landlord, the rental Premises identified herein. The initial Lease Term includes the number of months and days from the Lease Start Date up to and including the Lease End Date. This Lease and all addenda and exhibits constitute a legally effective and binding contract on the day that it is signed ("Binding Agreement Date") regardless of the actual Lease Start Date. There is no conditional three (3) day right to rescind or void this Lease once it is signed and the Tenant is legally bound to pay all rent, fees and other charges described herein. Tenant residency in the Premises commences at 12:00 Noon on the Lease Start Date and ends at 12:00 Noon on the Lease End Date.
2. **Term and Possession.** If Landlord is unable to deliver possession of Premises on the Lease Start Date, a delay will be granted ("Approved Delay Period") herein defined as seven (7) full business days commencing on the day after the Lease Start Date, and rent shall be abated on a daily basis from that day until possession is granted. If possession is not granted by the end of the Approved Delay Period, Tenant may, by giving written notice to Landlord, terminate this Lease in which event Landlord shall promptly refund all rent and deposits to Tenant, minus the Application Fee. Landlord shall not be held liable for any delay in the delivery of Premises to Tenant. For all purposes herein, a business day shall not include Saturdays, Sundays or federal holidays.
3. **Authorized Occupants of Premises.** Only those individuals specifically named on the rental application and included herein are authorized to occupy Premises. In the event that any minor children are born or adopted into Tenant's family after the Lease Start Date, Landlord is to be advised immediately so that their name(s) can be added to the Lease. In the event that any young adults, over age 18, legally under the care and considered dependents of Tenant, return to live with Tenant (for example, post-college), every such individual is required to complete a rental application and to sign this Lease as adults such that they are obligated to all the terms and conditions herein. The presence of any individual residing on the Premises who is not specifically listed in this Lease will constitute a default by Tenant and serve as sufficient grounds for immediate termination. Tenant may not take in any additional occupants, such as long-term guests, additional or extended family members, relatives, roommates, or boarders, regardless of whether such parties are paying Tenant to live in the Premises or not, without obtaining prior written consent of Landlord and paying an additional fee of seventy-five dollars (\$75) per person per week or three-hundred dollars (\$300) per person per month.
4. **Covenant Communities.** Premises may be part of a subdivision or covenanted community. If so, the related Homeowner's Association (HOA) dues are included in the monthly rent. If the Premises or Property are subject to a Declaration of Covenants, Conditions and Restrictions ("Covenants"), Tenant agrees to strictly comply with all use and occupancy restrictions set forth in such Covenants. In the event that any fine or specific assessment is levied against the Premises as a result of the Tenant violating the use and occupancy restrictions set forth in the Covenants, Tenant shall immediately pay the same to Landlord as Additional Rent.
5. **Security Deposit.**
  - a. **Acceptance and Escrow of Security Deposit Funds:** Upon approval of Tenant's rental application, Landlord and Tenant shall formally execute this Lease and Landlord shall collect from Tenant a Security Deposit equal to a minimum of one (1) month's rent payment prior to the Lease Start Date. The Security Deposit will be in the form of a Paypal transfer, certified check, electronic (ACH) payment, or money order. Cash, personal checks, third-party checks (those which are made payable to someone other than Landlord), or credit/debit cards will not be accepted. It is agreed by all parties that this Security Deposit constitutes a good faith declaration by Tenant to rent the Premises from Landlord and for Landlord to therefore remove the property from the active rental market. In the event that Tenant fails to move into the Premises on the Lease Start Date and honor all terms and conditions of the Lease, Tenant agrees that Landlord may retain the entire Security Deposit as liquidated damages and may re-let the Premises to another party, with no recourse for Tenant to recover these funds. Within five (5) business days of receiving the Security Deposit, Landlord shall ensure that the full amount is deposited into an escrow account exclusively designated for such funds at Wells Fargo Bank. All interest earned on the escrow account shall belong to the Landlord. Landlord shall have the right to change the financial institution in which the Security Deposit is held, upon notice to the Tenant, provided that the type of account remains the same.

- b. **Return of Security Deposit:** Tenant may not designate any portion of the Security Deposit to be used to pay all or part of the final month's rent or other financial obligations incurred by Tenant during the Lease Term. The actual dollar amount of the Security Deposit to be returned to Tenant upon termination of this Lease is based on the following requirements: (1) the full Lease Term has expired; (2) Tenant has given the required written notice of non-renewal; (3) the Premises is free of all of Tenant's personal property; (4) interior of Premises is clean, free of damage and with all original components in place and in good condition, and free of trash and debris and exterior of Premises and surrounding property are free of damage, free of trash and debris or evidence of neglect on the part of Tenant, to include lawn and shrub maintenance, if required by the Lease; (5) all rent, late fees, Additional Rent, utility charges, administrative fees and expenses, pet fees and/or hauling and disposal fees have been paid in full; (6) there is no damage to the Premises except for normal wear and tear or those specific discrepancies noted on the Move-In/Move-Out Inspection Form acknowledged by the Landlord and Tenant; (7) Premises does not contain large holes and/or an excessive number of small holes in ceilings, walls or doors left behind from mounting brackets, pictures, mirrors, curtain/drapery hardware, hooks, and so forth, which may require professional restoration to an acceptable state; (8) Premises does not contain Tenant-installed satellite dishes or security/fire alarm systems which must be removed along with all brackets, cables, wires, control boxes, sensors, cleats and mounting hardware and the affected areas professionally restored; (9) all keys to the Premises and to recreational or other facilities are returned to Landlord, failure to do so requiring a Lock Re-key Fee of one-hundred fifty dollars (\$150) for all exterior entry door handsets and deadbolts; (10) all remote controls, access cards, pool badges, and all items specifically listed herein, have been returned to Landlord in good working order. Landlord is not restricted to or limited in how the Security Deposit funds are applied if money is owed by Tenant. The balance of the Security Deposit to which the Tenant is entitled shall be returned to Tenant within thirty (30) days after the termination of this Lease or surrender of the Premises by Tenant, whichever occurs last. If the balance of the Security Deposit is properly mailed to Tenant and it is later returned to the Landlord undelivered, the payment shall become the property of the Landlord sixty (60) days after the payment was first mailed.

6. **Rent Payment.** Tenant shall pay rent in advance to Landlord on a monthly basis, on or before the Due Date during the Lease Term, to the acknowledged Rent Payment Address. Due Date for rent payments is the first (1<sup>st</sup>) day of each month. Mailing the rent shall not constitute payment of rent. Rent must be paid in good and immediately available funds. Acceptable forms of rent payment include a PayPal transfer, personal check, certified check, ACH payment, money order or similar trackable funds. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one (1) of Tenant's personal checks has been returned by a financial institution as unpaid. Cash, credit/debit cards and third-party checks will not be accepted. Partial rent payments will not be accepted. All other payments for damages, utilities, or other fees or charges owed by Tenant and due under this Lease are considered to be Additional Rent. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. If the Lease Start Date or the Lease End Date occur on the second day through the last day of any month, the rent shall be prorated. It is understood that any increase in operating expenses beyond the control of Landlord (such as property tax re-assessments, higher HOA dues or insurance premiums) will result in a proportionate rent increase for the duration of Lease Term. Notification of any such increase will be made in writing by Landlord to Tenant in an expeditious manner. Tenant agrees that Tenant is fully liable for all rent, fees or charges owed under this Lease and acknowledges that defaulting on this Lease may result in a judgment being filed against Tenant and a lien being placed against current and future assets and/or earnings.

7. **Late Rent Payment and Insufficient Funds (NSF) Service Charges.** Rent payments are considered late if not delivered to and acknowledged by Landlord, in the form of good and immediately available funds, no later than six o'clock PM (6:00 PM) on the fourth (4<sup>th</sup>) day of the month. Landlord may, but shall have no obligation to, accept any late rent payments. If late rent payment is made and Landlord accepts same, the payment must include Additional Rent for Late Payment, of good and immediately available funds, and, if applicable, the Service Charge of seventy-five dollars (\$75) for any dishonored, returned, or NSF check or rejected ACH payment. The Additional Rent for Late Payment is cumulative and accrues as follows: rent payments received after 6:00 PM on the 4<sup>th</sup> day of the month until 6:00 PM on the 10<sup>th</sup> day of the month incur a one-hundred dollar (\$100) late fee; rent payments received after 6:00 PM on the 10<sup>th</sup> day of the month until 6:00 PM on the 15<sup>th</sup> day of the month incur an additional one-hundred dollar (\$100) late fee, for a total of \$200 in late fees. Rent payments received after 6:00 PM on the 15<sup>th</sup> day of the month incur an additional one-hundred dollar (\$100) late fee, for a total of \$300 in late fees. Late fees remain on account and will be satisfied first upon receipt by Landlord of any payments from Tenant, even if such payments are intended as rent in subsequent months. Late fee calculations reset each month on the schedule mentioned herein. All parties agree that the Service Charge and Additional Rent for Late Payment described herein are reasonable compensation for delay, administrative costs, and time involved in collecting late rent payments, are not considered penalties, and that such costs are difficult to estimate accurately.

8. **Move-In/Move-Out Statement.**

- a. **Move-In Statement:** Prior to Tenant taking occupancy of the Premises, Landlord shall provide Tenant with a "Move-In/Move-Out Inspection Form" and incorporated herein by reference ("MI/MO Form") itemizing any known and existing discrepancies with the Premises. Tenant will inspect Premises to ascertain the accuracy of the information listed on the MI/MO Form as well as to denote any damage or discrepancies discovered during the inspection. Both Landlord and Tenant shall sign the MI/MO Form to certify that Tenant's inspection has been completed and to validate the discrepancies noted by Tenant, with both parties retaining a copy of the MI/MO Form.

- b. **Move-Out Statement:** Landlord and Tenant will jointly conduct a walk-through inspection of the Premises upon termination of occupancy, when all of Tenant's personal property is removed and Tenant has prepared the Premises for return to the Landlord in accordance with the terms of this Lease. Landlord will complete a Move-Out Statement listing any damage or discrepancies not already accounted for in the Move-In Statement, along with any wear and tear in excess of normal, that may potentially require retention of all or part of the Security Deposit. Landlord and Tenant will sign the Move-Out Statement, and Landlord will forward a copy of the Move-Out Statement, along with the balance, if any, of the Security Deposit, to Tenant no later than thirty (30) days after the termination of the Lease or surrender of the Premises by Tenant, whichever occurs last. If a joint walk-through inspection is not possible but Tenant has fully vacated and prepared the Premises in accordance with the terms herein, Landlord will conduct the walk-through inspection as soon as possible after vacancy and prepare the Move-Out Statement within five (5) business days after the inspection and forward a copy of the MI/MO Form to Tenant. If Tenant agrees with Move-Out Statement, Tenant shall inform Landlord promptly. If Tenant disagrees with all or part of the findings on the Move-Out Statement, Tenant shall have three (3) business days to specify in writing the items in which there is a disagreement on the Move-Out Statement. Landlord and Tenant will then reconcile the differences and Landlord will forward a written copy of the details of final resolution, along with the balance, if any, of the Security Deposit, to Tenant no later than thirty (30) days after the final resolution of the Move-Out Statement.

## 9. Tenant's Responsibilities.

- a. **Routine Use and Care of the Premises:** Tenant agrees to keep the Premises, including the yard, lot, grounds, walkways, wooded areas, and driveway, in a clean, safe and sanitary condition, free of trash and debris. Unless declared otherwise herein, Tenant shall keep the lawn properly mowed and edged, beds free of weeds, shrubs trimmed, and grass clippings picked up on a regular basis. Should Tenant fail to maintain lawn and shrubs to Landlord's satisfaction, Tenant agrees that Landlord retains the right to dispatch a professional lawn service to remedy the problem at Tenant's expense, to be paid as Additional Rent within seven (7) days of receipt of an invoice from Landlord.
- b. **Routine Use and Care of Environmental Systems:** Tenant agrees to make proper use of the heating, ventilation, and air conditioning (HVAC) systems to maintain environmental conditions so as to prevent freezing of water pipes in cold weather and to prevent mold growth or excessive humidity in warm weather. During cold weather months, Tenant agrees that when temperature falls below, or may be forecast to possibly fall below, 32 degrees Fahrenheit, Tenant shall leave the thermostat regulating the heat in the "On" or "Auto" position and set to a minimum of 60 degrees Fahrenheit. During warm weather months, Tenant is required and agrees to use the central air conditioning system and not to open the windows as an alternative to same, regardless of whether window screens are installed. Installation and use of window air conditioning units is prohibited. Depending on original HVAC configuration, Premises is equipped with either a disposable-type system filter or a permanent-type system filter. Tenant acknowledges that Landlord has explained the importance of a clean HVAC filter and agrees to maintain same to ensure optimal performance of the system, specifically by replacing the disposable-type system filter every three (3) months with a new one or cleaning the permanent-type system filter at the same time interval. Tenant further agrees to replace the digital thermostat batteries every twelve (12) months to ensure satisfactory HVAC system performance. Should Tenant fail to accomplish the aforementioned actions and the HVAC system malfunctions, Tenant agrees to be responsible for any charges associated with a service call by a licensed, professional HVAC technician to remedy the situation, with such charges being paid as Additional Rent within seven (7) days of receipt of an invoice from Landlord. Likewise, if a service call by a licensed, professional HVAC technician is required due to a complaint by Tenant and the technician determines that the HVAC system is fully functional but the problem was caused by improper use of the system or excessive temperature demands by the Tenant, such as asking for unrealistic heating or cooling performance beyond the capability of the system, then the related charges associated with such a service call will be the responsibility of the Tenant and paid as Additional Rent within seven (7) days of receipt of an invoice from Landlord.
- c. **Maintenance and Repair of Premises:** On the Lease Start Date, Tenant accepts the Premises "as is" and deems it in habitable condition, fit for occupancy, and suited for residential purposes. Tenant agrees to promptly notify Landlord of any dangerous condition or a need for repair or maintenance existing in Premises. Upon receipt of notice from Tenant regarding same, Landlord shall, within a reasonable time period thereafter, address the following: (1) all defects in Premises 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 in a state of disrepair.
- d. **Pest Control:** Tenant is responsible for keeping Premises free of pest infestation and shall be responsible for addressing any problems with vermin, ants, cockroaches, mice, spiders and other insects or rodents. If Tenant causes any such infestation to occur, Tenant will be in default of this Lease and will be responsible for all costs incurred to eradicate the infestation by a licensed Georgia pest control operator. Tenant shall not bring abandoned or discarded furniture, bedding, clothing, or other personal property into the Premises to preclude an infestation of bedbugs. Tenant shall be responsible for the immediate treatment of any bedbugs in the Premises by a licensed Georgia pest control operator and the immediate removal of any mattresses, bedding, clothing, and other similar items that may contain bedbugs or bedbug larvae.

- e. **Smoke Detectors and Fire Extinguishers:** Tenant acknowledges that Premises is equipped with several operational smoke detectors and verifies that all units test properly and are in good working order. Tenant agrees to perform an operational test to verify proper function of all smoke detectors on the Premises once per month and to be solely responsible for replacing all batteries at a minimum of once per year. Tenant agrees to promptly inform Landlord if any smoke detectors fail to test properly or malfunction at any time. Tenant also agrees to check the installation mounting and the pressure gauge of all fire extinguishers in the Premises once per month and advise Landlord promptly if any unit is not acceptable for service.
- f. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises that are exposed to elevated levels of moisture and that some forms of mold or mildew can be harmful to health and Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems, mold or mildew, other than sinks, showers, toilets and other areas designed to contain water. Tenant shall not block or cover any HVAC supply or return ducts located throughout the Premises or any vents that serve the crawlspace, to ensure proper air exchange and mitigation of dampness conducive to growth of mold and mildew.
- g. **Light Bulbs:** Premises is rented with fully operational light fixtures and Tenant agrees to be responsible for keeping functional light bulbs in all fixtures during the Lease Term.
- h. **Appliances:** Only the appliances described elsewhere herein are provided by Landlord as part of this Agreement and included in this Lease. Tenant acknowledges that Tenant has inspected these appliances, that all are in good working order, and that they will only be used in accordance with the manufacturer's instructions.
  - h.i. **Garbage Disposals (as applicable):** For properties equipped with a garbage disposal, Tenant acknowledges that the following items are not to be deposited into the disposal as they can cause it to malfunction: any type of pasta/noodles, rice, egg shells, grease, banana skins, avocado skins, fruit pits, bones or stringy or tough-peeled vegetables such as asparagus, lettuce, celery and potato peels. Should the garbage disposal malfunction and the cause be determined to originate from one of the above-named foods, Tenant agrees to be responsible for the repair and/or replacement of the disposal, at the discretion of the Landlord. This expense will be paid as Additional Rent within seven (7) days of receipt of an invoice from Landlord.
  - h.ii. **Self-cleaning ovens (as applicable):** For properties equipped with self-cleaning ovens, Tenant agrees to follow manufacturer's guidelines for proper configuration of the oven prior to initiating the self-cleaning function, specifically the removal of all interior wire shelves and all cooking hardware such as broiler pans, drip pans and so forth. Failure to do so will result in permanent damage to these components due to the extremely high heat of the cleaning process. Tenant agrees to be responsible for replacement cost of any and all components so damaged and such expense will be paid as Additional Rent within seven (7) days of receipt of an invoice from Landlord.
- i. **Septic Systems (as applicable):** For properties equipped with a septic system, Tenant agrees not to dispose of any foreign matter in the sinks, toilets, tubs or drains that may pose a hazard or obstruction to the proper functioning of the septic system. Foreign matter includes such materials as paper towels, paper napkins, feminine sanitary products, baby wipes, furniture cleaning towels, motor oil, grease, paint, or any cooking waste products. Tenant agrees to be liable for the cost of pump-out and/or repair of the septic system should a malfunction occur and the cause is determined to be improper disposal of materials such as those described in this paragraph or similar products. All charges will be paid as Additional Rent within seven (7) days of receipt of an invoice from Landlord.
- j. **Electric Garage Door Openers (as applicable):** For properties equipped with one or more electric garage door openers, Landlord makes no guarantee of continued functionality once Tenant commences living in the Premises. Tenant agrees that if, due to Tenant's own fault, carelessness or negligence, the garage door and/or the electric opener are damaged or rendered inoperative, all costs of repair or replacement will be paid as Additional Rent within seven (7) days of receipt of an invoice from Landlord. Should one or more electric garage door openers become non-operational due to age, mechanical breakdown, lightning strike or other event not caused by Tenant's actions, Landlord reserves the right to disable and/or remove the unit(s) entirely and configure the door for manual operation only.
- k. **Security/Fire Alarm Systems (as applicable):** For properties equipped with an electronic security/fire alarm system, Tenant acknowledges that Landlord makes no claims regarding the performance or completeness of the installed system(s), as such systems were installed by previous owners and are not active at the time of rental. Whether or not the respective system is activated, Tenant is not authorized to remove or disable any components of the installed security/fire alarm system during the period of this Lease. Tenant may choose to activate existing systems at Tenant's own expense. If this is accomplished, Tenant is required to give all activation codes to Landlord immediately upon activation. Should Tenant choose to pay for the installation of an electronic security system if one is not already installed on the Premises, Tenant must obtain the prior written consent of Landlord before making any commitments to vendors, installers, or monitoring services. If Landlord's written consent is received, Tenant is responsible for all costs associated with the installation and upkeep of the system. In addition, Tenant

understands that any such installed system becomes the property of Landlord at the end of the Lease Term, and that Landlord reserves the right to have all of the system components and installation hardware removed and the affected areas restored to their original condition by a professional contractor, the cost which will be deducted from the Security Deposit.

- I. **Fireplaces (as applicable):** For properties equipped with an operational fireplace, whether natural gas type or traditional, wood-burning type, Tenant agrees to honor proper guidelines for its use to ensure the safety and comfort of all occupants and guests. PRIOR TO OPERATING ANY FIREPLACE, TENANT MUST ENSURE THAT THE CHIMNEY FLUE IS FULLY OPENED TO ENSURE ADEQUATE SMOKE REMOVAL FROM THE PREMISES. FAILURE TO DO SO WILL RESULT IN SMOKE RAPIDLY FILLING THE ROOMS POSING AN EXTREME HEALTH RISK TO TENANT AND POSSIBLE DAMAGE TO THE STRUCTURE AND CONTENTS OF THE PROPERTY. Tenant understands that the resulting smoke odor and/or stain removal is expensive and will be charged to the Tenant directly as Additional Rent. Tenant agrees to the following rules with regard to the operation of a prefabricated (metal) wood-burning fireplace unit, if installed on the Premises:

- I.i. Only seasoned hardwoods such as oak or hickory will be burned with a maximum log length of 16 inches to preclude stress cracks in firebox walls. Firewood will not be stored inside or adjacent to the house, crawlspace, or garage as it greatly increase the risk of infestation by termites or other wood boring insects. Firewood will be stored outdoors on a metal stand in such a way as to have a minimum of five (5) feet of walking clearance on all sides of the stack.
- I.ii. No glass doors will be installed as they preclude proper vent operation and are not approved by the manufacturer.
- I.iii. A flame retardant "hearth rug" must be purchased by Tenant and laid in place on the floor immediately in front of the fireplace to serve as a guard against stray embers.
- I.iv. "Dura-flame" or any other types of manufactured logs are strictly prohibited by the fireplace manufacturer as they burn hotter than the design limits of the firebox, and greatly increase the risk of a chimney fire.
- I.v. Tenant agrees to have the chimney cleaned by a licensed professional upon termination of Lease, regardless of the amount of fireplace usage, and to present written proof of same to Landlord.

10. **Rules and Regulations Regarding Use of Premises.** Premises shall be used for residential purposes only and shall be occupied only by those persons listed in this Agreement. Premises shall be used by Tenant and Tenant's household, invitees, licensees, contractors, and guests in accordance with all federal, state, county, and municipal laws and ordinances. Tenant agrees that any violation or non-compliance with the aforementioned resulting in fines being imposed against the Landlord shall be the financial responsibility of and immediately paid by the Tenant to the Landlord as Additional Rent. Tenant shall be responsible for ensuring that Tenant and Tenant's household, invitees, licensees, contractors, and guests comply with the Rules and Regulations listed below and not engage in any activity while on the Premises that is unlawful, would endanger the health and safety of others, or would otherwise create a nuisance.

- a. Tenant is prohibited from adding, changing, or in any way altering locks installed on the doors or windows of the Premises without prior written permission of Landlord. If such permission is granted by Landlord, Tenant will install the make and model of locksets and deadbolts that are approved by the Landlord and immediately provide Landlord with a set of keys to all new locks.
- b. Tenant must honor all parking rules in place that affect the Premises. Only those motor vehicles owned by Tenant and authorized occupants, and as duly described on the rental application, shall be parked on the Premises on the designated, paved portions specifically intended for use as parking spaces. No parking is permitted on lawns or unimproved areas. Motor vehicles with expired or missing license plates, non-operative vehicles, and vehicles which drip oil, antifreeze or other fluids shall not be parked or kept on the Premises. Motor vehicle sale or purchase transactions need to be reported to Landlord promptly to ensure that property records are accurately maintained.
- c. Waterbeds shall not be used on the Premises without the prior written permission of the Landlord and the payment of an additional and separate damage deposit.
- d. Tenant shall ensure that all tubs and shower stalls in the Premises (that are not equipped with permanent glass enclosures) are equipped with fully operational shower curtains and that such curtains are used properly every time any occupant takes a shower, with the bottom portion of the curtain tucked into the tub or shower stall.
- e. Space heaters or window air conditioning units shall not be used to heat or cool Premises except with the prior written consent of Landlord.
- f. Tenant shall be prohibited from improving, altering, or modifying the Premises (including painting and landscaping) during the Lease Term without the prior written consent of the Landlord. Any improvements, modifications or alterations approved by Landlord shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value

of the same. Landlord shall have the right, but not the obligation, to condition the approval of the requested modifications on Tenant removing the same prior to the end of the Lease Term and absorbing all costs associated with restoring the affected area to a condition equal to or better than it was prior to modification.

- g. No window treatments currently existing on any windows shall be removed or replaced by Tenant without prior written consent of Landlord. No sheets, blankets, towels, cardboard, newspaper, poster board, or other make-shift temporary window treatments shall be used on the Premises.
  - h. Tenant is responsible for the cost of restoring walls, ceilings, doors, and/or wood trim to its original condition upon removal of any hardware installed by or for Tenant during the Lease Term, to include shade or mini-blind brackets, curtain rods, and drapery hardware. Tenant agrees to limit the size and weight of ornamental items on walls, ceilings or doors to those requiring small brads, picture hooks, nails, screws and/or small plastic drywall anchors to hold the weight of the respective item(s). No adhesive wall hangers shall be used. Tenant further agrees to consult with Landlord prior to certain ornamental items of large size and/or significant weight being installed in the Premises. Landlord will make every effort to approve and /or offer suggestions or assistance on safe and proper installation for such items. It is understood and acknowledged by Tenant that any residual holes of substantial size or an excessive number of smaller holes in the walls, ceilings or doors that remain after termination of the Lease will be restored by professional contractors and the cost deducted from the Security Deposit.
  - i. Premises are intended for use as a normal residential household and may not be used for any trade, business or commercial purposes without prior written permission of Landlord, provided that such trade or business is permitted by local zoning laws and community covenants.
  - j. Premises are not being leased as a warehouse or storage facility. No amount of goods or materials of any kind or description which exceed the normal structural weight loads or the normal needs of a household, are combustible, or would increase fire risk or risk of injuries or casualties, shall be kept or placed on the Premises. No property belonging to others who are not authorized occupants as listed herein may be stored at any time or for any duration on the Premises.
  - k. Tenant shall not engage in any disorderly, disruptive, abusive or unlawful behavior on the Premises, including but not limited to, yelling, screaming, playing music, TV, computer games and so forth at an excessive volume that unreasonably disturbs neighbors, hosting an excessive number of guests, or generating an inordinate amount of traffic to or from the Premises, that in the sole opinion of Landlord, constitutes a nuisance.
  - l. Tenant is responsible to ensure that all occupants, invitees, guests, licensees or contractors not flush down the toilets any sanitary napkins, tampons, condoms, paper towels, baby diapers, baby wipes, pre-soaked cleaning wipes, and any other product not intended to be disposed of in toilets.
  - m. Premises shall be a smoke-free zone and smoking shall not be permitted therein. Tenants who choose to smoke cigarettes, cigars, pipes or other related combustible products anywhere on the Premises in violation of this smoking ban will forfeit all of the Security Deposit, which will be used to abate smoke odor and/or ceiling and wall discoloration, and may include such actions as re-priming and re-painting walls and ceilings, replacing carpet and pad, and/or replacing suspended ceiling tiles.
  - n. Tenant shall not engage in the sale, manufacture, distribution or possession of any illegal drugs on the Premises.
  - o. Noxious or offensive smells are not permitted and Tenant is responsible for their abatement. Tenant shall not dispose of trash, garbage, or other materials anywhere other than in approved refuse containers, the contents of which must be emptied out and hauled away on a regular basis.
11. **Early Termination of Lease.** Tenant has no right to terminate the Lease early. Tenant agrees that Landlord may terminate the Lease prior to the Lease End Date and Tenant agrees to vacate the Premises if the following conditions are met: Landlord gives Tenant sixty (60) days written notice to vacate, in which case Tenant shall still owe rent through the sixty (60) day notice period, and Landlord pays to Tenant an Early Termination Fee as liquidated damages for disturbing Tenant's quiet enjoyment of the Premises and for the inconvenience of moving early. The Early Termination Fee will be five-hundred dollars (\$500) if there are six (6) or more months remaining on the Lease Term on the date of notification and the Early Termination Fee will be three-hundred dollars (\$300) if there are less than six (6) months remaining on the Lease Term on the date of notification. This Early Termination Fee will be credited to Tenant's account at the time that the Tenant vacates the Premises and shall be included with any applicable Security Deposit refund. The foregoing shall not relieve the Tenant of all responsibilities and obligations regarding any damage to the property and all other terms of the Lease during the time until Tenant vacates the Premises.
12. **Lease Term Completion and Reversion.** This Lease does not end automatically at the end of the initial Lease Term described herein. Unless either Landlord or Tenant terminates this Lease with at least sixty (60) days of written notice ("Notice Not to Renew Lease Term") to the other party prior to the end of the initial Lease Term, the Lease shall automatically revert to a Bi-Monthly (2 months at a time) Rental Agreement, commencing on the day after the completion of the initial Lease Term, with a rent increase of five percent (5%) over the initial

Lease Term. All of the other terms and conditions of the original Lease remain in force and effect once the Bi-Monthly Rental Agreement commences and each Bi-Monthly period will be treated as and considered a new Lease Term as the term is used herein. Once the initial Lease Term reverts to a Bi-Monthly Rental Agreement, the requirement for at least sixty (60) days of written Notice Not to Renew Lease Term on the part of either party remains in effect. Each renewal of the Bi-Monthly Rental Agreement commences at 12:00 noon on the first calendar day of the month and ends at 12:00 noon on the last calendar day of the second subsequent month. Any rent increases that are required once the Bi-Monthly Rental Agreement is in effect will be communicated in writing by Landlord at least sixty (60) days in advance of the rent increase and will take effect on the subsequent Bi-Monthly Rental Agreement renewal date. The Bi-Monthly Rental Agreement will automatically and continually renew until either party presents a sixty (60) day prior written Notice Not to Renew Lease Term to the other party.

- 13. General Terms of Default.** Tenant's violation of any term, condition or provision of this Lease and/or related addenda or exhibit constitutes a default, in which case the entire Security Deposit is forfeited to Landlord. In the event of such default, Landlord shall have the right to terminate this Lease by giving notice to Tenant and to pursue all available remedies at law or in equity to remedy the default. Such termination shall not release Tenant from any liability for any amount due under this Lease, and all rights and remedies available to Landlord by law or under this Lease shall be cumulative and concurrent. Upon default by Tenant, all rent and other fees and expenses, including any liquidated damages and costs to re-let the Premises, that are owed to Landlord through the end of the Lease Term shall immediately become due and payable. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is capable of being cured, Landlord shall give Tenant written notice and a three (3) day opportunity to cure the default. Reasons for Tenant to be considered in default of this Lease include, but are not limited to, any of the following:
- a. Tenant fails to abide by any of the terms and conditions of this Lease.
  - b. Tenant fails to pay rent or other fees required by this Lease in a timely manner.
  - c. Tenant is found to have provided false or misleading information on the rental application, as Landlord leases Premises to Tenant in good faith based on the accuracy of the information provided therein.
  - d. Tenant files a petition in bankruptcy.
  - e. Tenant fails to promptly reimburse Landlord for any damages, repairs and costs to the Premises, other than normal wear and tear, which occurred during Tenant's occupancy, caused by the actions, neglect, carelessness or intentional wrongdoing of Tenant or Tenant's household and their invitees, licensees, contractors and guests.
  - f. Tenant either abandons or moves out of the Premises prior to the end of the Lease term, or shuts off the utilities serving the Premises without prior written consent of the Landlord.
  - g. Tenant or a member of Tenant's household is arrested, indicted, charged or convicted of a felony, crime of violence, or threatened violence, regardless of where the offense occurred, and said charges are not dismissed within thirty (30) days thereafter, Landlord may, but shall not be obligated to, terminate this Lease upon notice to Tenant. Landlord shall have the right to file a dispossession action and obtain a writ of possession based on the Tenant or other occupant's conduct which constitutes a criminal violation without waiting for a criminal adjudication, finding, or decision on the criminal charges. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of federal, state, county, local or municipal law.
- 14. Dispossession Action (Eviction).** Notwithstanding anything to the contrary contained herein, if Tenant owes Landlord any outstanding rent or other fees or charges as of 6:00 PM on the 4<sup>th</sup> day of the month, Landlord shall automatically and immediately have the right to file a dispossession action in the county in which the Premises are located and have Tenant and all other occupants, along with all of Tenant's personal property, evicted from the Premises. Landlord is entitled to possession of Premises and Tenant will at once surrender same to Landlord in good condition, ordinary wear and tear excepted. Landlord will forthwith re-enter Premises and remove all persons and effects therefrom without being guilty of forcible entry or detainer, trespass or other tort. In the event that a dispossession action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the rent owed, Tenant shall also pay the Landlord the magistrate court filing fee and, as liquidated damages, the Fee to Halt Dispossession Action of one-hundred fifty dollars (\$150) in order to bring Tenant's account current. These fees shall be immediately paid as Additional Rent along with all unpaid rent in order to halt the dispossession action.
- 15. Holding Over/Trespass.** Tenant shall have no right to remain on the Premises after the termination, non-renewal, or expiration of this Lease. After termination, non-renewal, or expiration of this Lease, Tenant becomes a tenant at sufferance. Should Tenant fail to vacate the Premises upon the expiration or termination of this Agreement, Tenant shall pay Landlord one-hundred dollars (\$100) per day Holding Over Fee 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.



16. **Abandonment.** Tenant shall not abandon the Premises or any personal property to include pets or motor vehicles. Landlord shall have sole discretion as to whether Tenant has abandoned the Premises. Upon discovery of abandonment of the Premises, including any of Tenant's personal property, Landlord may re-key, re-enter, and re-let the Premises without filing a dispossessory warrant or obtaining a writ of possession. Title to any abandoned property (including, but not limited to, motor vehicles, pets or other animals) shall immediately vest with Landlord, who may store, sell, or dispose of same without notice.
17. **Total or Partial Destruction of Premises.**
- a. **Not Caused by Actions of Tenant:** If flood, fire, storm, mold, other environmental hazards that pose a risk to the Tenant's health, other casualty, catastrophic event, or Act of God, shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the day 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 the destruction. If Premises is damaged but not rendered wholly untenable by any of the aforementioned circumstances, rent shall abate in proportion to the percentage of the Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence.
  - b. **Caused by Actions of Tenant:** If damage or destruction of the Premises is the result of the negligence or carelessness of the Tenant or Tenant's household, invitees, licensees, contractors or guests, rent shall not abate nor shall Tenant be entitled to terminate this Lease and Landlord shall have the right to terminate this Lease without filing for a dispossessory warrant. Tenant shall be responsible for the cost of repair, replacement, and restoration of the equipment, fixtures, building, or Premises to the condition they were in prior to the causal event and such charges will be paid to Landlord as Additional Rent.
18. **Utilities.** Landlord shall have no responsibility to connect utilities, including but not limited to, natural gas, electricity, water, sewer, telephone, cable, internet, or satellite. The responsibility to connect and pay for utilities rests with the Tenant. All utilities shall be connected no later than the Lease Start Date and remain connected through the completion of the Move-Out inspection. Failure to do so constitutes a material breach of the Lease. Utilities will not be billed to Landlord. Should Tenant disconnect the utilities prior to the Move-Out inspection on the Lease End Date, thereby interfering with Landlord's ability to perform a complete and proper inspection, Tenant agrees to pay the Landlord a Utility Disconnect Fee of one-hundred dollars (\$100) as liquidated damages. In the event that Landlord inadvertently fails to disconnect any utilities serving the Premises after the Lease Start Date and Tenant received the benefit of such utilities paid for by the Landlord, Tenant shall, upon receiving a bill for same, immediately pay the cost thereof as Additional Rent to the Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the billing statement goes to, and is paid directly by, the Tenant.
19. **Flood Disclosure.** Premises and Property have not been damaged in any manner by flooding as defined in O.C.G.A. 44-7-20, have not flooded three (3) or more times in the past five (5) years, nor are Premises and Property located in a 99-year floodplain.
20. **Pets, Service or Assistive Animals.** No pets of any kind are permitted under this Agreement unless a separate Pet, Service, or Assistive Animal Addendum is completed and incorporated into this Agreement with a separate deposit paid for each pet and with a maximum of two (2) pets permitted on the Premises. A Tenant with a demonstrated disability is permitted to have a service or assistive animal to assist with the Tenant's disability. This service or assistive animal is limited to those commonly accepted types such as a dog, cat, or other animal specifically trained for such function.
21. **Lead-based Paint Notification (LBPB).** For any Premises built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the LBPB attached hereto and incorporated herein by reference. Tenant understands that no painting of any kind, interior or exterior, is to be performed by Tenant or his authorized occupants, invitees, licensees, contractors or any outside party without the prior written consent of Landlord.
22. **Sublet and Assignment.** This Lease creates the relationship of Landlord and Tenant exclusively between the designated parties hereto. Tenant may not assign, transfer or sublet Premises in whole or in part without the prior written consent of the Landlord. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises. Tenant agrees that covenants contained herein, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced.
23. **Usufruct.** This Lease only creates the relationship of Landlord and Tenant and does not create any ownership interest or transferable rights in real estate. This Lease is a "usufruct" and not an estate for years. 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.
24. **Personal Property Loss.** Landlord is not responsible for any damage, theft, vandalism or other loss of any kind to Tenant's personal property. Use and storage of personal property by Tenant on Premises or any other portion of Property shall be at Tenant's sole risk. Tenant is advised to obtain renter's insurance that provides coverage for Tenant's personal goods. Tenant agrees to look solely to Tenant's own insurance carrier for reimbursement of any losses and that Landlord shall have no responsibility or liability for Tenant's personal property in whole or in part.

25. **Right of Access and Signage.** Landlord and his designated agents shall have the right Monday through Saturday between 9:00 AM and 8:00 PM and on Sunday between Noon and 5:00 PM to access Premises to inspect, repair and conduct routine maintenance. In addition, Landlord and his designated agents may enter the Premises at any time to investigate circumstances that may result in possible mishaps or emergencies, such as water leaks, fire, smoke, foul odors, mechanical malfunctions, sounds indicating the possibility of an injured person or animal, and any other evidence prompting a need for investigation. During the last sixty (60) days of the Lease Term, once Landlord has received a notice of termination or non-renewal, and also during any time when the Premises are being leased in a Bi-Monthly Rental Agreement, Landlord may place a "For Rent" sign on the Premises, may install a lockbox, and may show the Premises to prospective renters or buyers according to the aforementioned schedule of days and times. In the event that a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. Tenant agrees to cooperate with Landlord and his agents in their efforts to show the Premises. For each occasion where the access described herein is denied by Tenant, Tenant shall pay Landlord a Denial of Access Fee of seventy-five dollars (\$75) as liquidated damages.

26. **Disclaimers.**

- a. **Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times in the past when different and less stringent building codes were in place. Tenant shall not assume that the Premises are energy efficient or contain products or features designed to protect residents against injury or damage that might exist if the Premises had been constructed in accordance with all current building codes.
- b. **Security and Neighborhood Disclaimer:** Tenant acknowledges that in every neighborhood there are conditions which different Tenants may find objectionable. It shall be the Tenant's duty to become acquainted with any present or proposed neighborhood conditions which could affect the Premises including, without limitation, landfills, quarries, high-voltage power lines, cemeteries, airports, stadiums, sports venues, housing developments, noise and/or odor-producing factories or businesses, schools, political districts, and land use and transportation plans. Tenant acknowledges that: (1) crime can occur in any neighborhood, including the one wherein the Premises is located; and (2) Landlord is not a provider or guarantor of security in or around the Premises and does not provide security or law enforcement services which will prevent crime or protect Tenant or Tenant's property. Tenant agrees to look solely to public law enforcement, emergency services, or fire services for police, emergency, fire, security and protection services. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors, including all locks for 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, contractors and guests knowing the risk of crime. If Tenant is concerned about a registered sex offender residing in a neighborhood in which Tenant is interested, Tenant should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation website or contact the local Sheriff.

27. **Notices.**

- a. **All Notices Must be in Writing:** All notices, including but not limited to, notices of default, notices of non-compliance with Lease terms and conditions, rent increases, offers, acceptances, amendments, demands, notices of termination or vacancy, and other notices required or permitted hereunder shall be in writing, signed by the party giving the notice.
- b. **Methods of Delivery and Acknowledgment of Receipt:** Subject to the provisions herein, all notices shall be delivered either: (1) in person; (2) by an overnight delivery service, pre-paid; (3) by registered or certified U.S. Mail, pre-paid return receipt requested; (4) by facsimile transmission (FAX); (5) by electronic mail. Except as may be provided herein, a notice shall not be deemed to be given, delivered, or received until it is actually received.
  - b.i. **Electronic Mail:** Landlord and Tenant hereby agree that electronic mail is to be considered as primary means of written communication and notification and a viable and acceptable Method of Delivery for all legal notices, bulletins, disclosures, and general communications required under the Lease. All parties agree that written confirmation of an electronic mail transmission which includes: (1) the correct time and date it was sent and; (2) the valid and current email addresses of sender and recipient as provided herein and; (3) that no delivery rejection notice was received from the internet and/or e-mail provider, is to be collectively considered and accepted as official notice or acknowledgment on the part of the sender and is to be considered as being received by the recipient on the same or no later than the next calendar day after transmission. All parties agree that they are individually and severally responsible for maintaining their electronic mail address up to date and incur the obligation to notify all other parties when their electronic mail address has changed. A change of electronic mail address by one party does not diminish or eliminate the rights of all other parties to make use of that Method of Delivery.
  - b.ii. **FAX:** Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it was transmitted provided that the printed FAX transmission report clearly shows the correct date, time and phone numbers of sender and recipient(s) and that such report further indicates that the transmission was successful.

- c. **Original Signatures:** In those circumstances where a signature is required, a facsimile signature shall be deemed to be an original signature for all purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the same if the e-mail is sent from the e-mail address of that party and is signed with a "secure electronic signature" as that term is defined under Georgia law.
- d. **Forwarding Address:** Tenant must provide valid contact information and a current forwarding address upon vacating the Premises. Failure to do so may result in Landlord being unable to forward the Security Deposit, or the remaining balance of same, or any other documentation or personal property belonging to Tenant. Landlord incurs no responsibility to engage in a search for Tenant after the Lease is terminated.

## 28. Miscellaneous Stipulations.

- a. **Time of Essence:** Time is of the essence with respect to this Lease.
- b. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any provision, covenant or condition set forth herein shall not operate as a waiver of any violation or of the Landlord's right to insist on prompt compliance in the future of such provision, 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 considered 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 Premises and the term "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 is signed by the Tenant and Landlord and becomes a valid, legal contract.
- d. **Joint and Several Obligations:** The obligations of Tenant set forth herein shall be the joint and several obligations of all persons who signed this Lease and who occupy the Premises as well as any individuals serving as guarantors of payment.
- 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. **Fees and Expenses:** In a civil action or dispossessory proceeding for breach of this Lease, 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, administrative filing fees for eviction, and costs of collection. All sums due from Tenant to Landlord which are in default shall bear interest at the rate of twelve percent (12%) per annum.
- g. **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 receiving payment 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.
- h. **Indemnification:** Tenant agrees to indemnify and hold Landlord harmless from and against any and all injuries, damages, losses, suits, and claims against Landlord 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 or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's household, invitees, contractors 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 as a result of Tenant's actions and any damage or injury happening in or about the Premises to Tenant or Tenant's household, invitees, contractors or licensees; (5) failure to maintain or repair equipment or fixtures on the Premises, where the party responsible for their maintenance uses reasonable efforts to make the necessary repairs.
- i. **Keys:** Landlord may release keys to or open the Premises to any of the authorized occupants listed herein.
- j. **Waiver of Georgia Homestead Rights:** Tenant and all authorized occupants of this Premises waive all exemptions or benefits under the homestead laws of Georgia.
- k. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and pursuant to the laws of the State of Georgia.
- l. **Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials, and for business purposes.
- m. **Equal Housing Opportunity Disclosure:** Landlord provides an equal housing opportunity for qualified applicants and does not discriminate based on any personal or familial status that is legally recognized in the State of Georgia. For any authorized

occupants with a demonstrated disability, Landlord will cooperate with Tenant in seeking reasonable accommodations and, as much as possible, to permit Tenant to make reasonable modifications to the Premises, at Tenant's own expense and with Landlord's approval, which are deemed necessary for and specifically related to Tenant's demonstrated disability.

29. **Property Assets:** Tenant acknowledges receipt of the following items from Landlord on the Lease Start Date and agrees to reimburse Landlord in the amounts described in the table below if any or all the items are not returned or are returned in an unserviceable condition

Item Name	Number Issued	Cost Each of Reimbursement
Front entry door key		\$15.00
Rear entry door key (if different from front door)		\$15.00
Garage door key (for manual door)		\$15.00
Garage door remote control		\$75.00
Crawlspace door key		\$15.00
HOA Community mailbox key		\$15.00
HOA Community pool key-card		\$75.00
Steel fireplace grate		\$95.00
Gas fireplace synthetic logs		\$125.00
Gas fireplace starter key		\$15.00
Fully-charged fire extinguisher		\$60.00
Steel-jacketed washing machine Water hoses (set of 2)		\$75.00
Steel-jacketed ice-maker hose		\$75.00
Tub/shower curtain rod and cleats		\$50.00
Tub/shower curtain and rings (each set)		\$35.00
Rolling 100-gallon trash can		\$170.00
Ceiling fan remote control		\$75.00

upon termination of this Lease:

30. **Exhibits.** All exhibits attached hereto and listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control.

a. RLP Rental Application

c. RLP Move-In/Move-Out Form

b. RLP Pet Exhibit (if applicable)

d. LBPN Notification (if applicable)

31. **Validation of Lease.** Tenant hereby affirms having read and understood the content of the thirteen (13) total pages of this Lease for Residential Property and that any and all questions or concerns have been addressed by Landlord or Landlord's representative to Tenant's satisfaction. In witness whereof, the parties hereto have set their hand and seal the day and year first written above, in acknowledgment and with acceptance of all terms and conditions set forth herein.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Tenant's Valid and Current Email Address

\_\_\_\_\_  
Tenant's Valid and Current Email Address

\_\_\_\_\_  
Ridge Lake Properties, LLC  
Landlord Signature

\_\_\_\_\_  
Date