

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of **2025-02-03** between **Fake Landlord** (hereinafter "Landlord") and **Fake Tenant**, (hereinafter "Tenant"). Landlord leases to Tenant, and Tenant leases from Landlord, the residential dwelling with the following address: **125 Main Street, Senoia, GA 30276**.

If the Property extends beyond the boundaries of the Premises, Tenant shall have the right to use Property (except for any portion thereof, if any, intended for the exclusive use of another) subject to the terms of this Lease and any covenants, rules, and regulations regarding the same.

1. **Term.** The initial term of this lease shall begin on **5/1/2022** ("Commencement Date"), and shall end on (and include) the following date: **4/30/2023** ("Ending Date").
 1. **Non-Standard Lease Term.** Tenant **does not** agree that they have selected a non-standard lease term under Broker's policy, and Tenant **does not** hereby agree to pay a **\$25.00** per month Non-Standard Lease Term Admin Fee, due on the same date as the monthly rent.
 2. **Transfer of Management.** In the event that Central Georgia Realty, LLC's management of Premises terminates for any reason, Tenant shall have the right to terminate this Agreement without penalty by providing written notice to Broker. Such termination shall be effective fourteen (14) days after the notice is received.
2. **Possession.** If Landlord is unable to deliver possession of Premises on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within three (3) days of the Commencement Date, Tenant may, by giving notice to Landlord, terminate this Lease, in which event Landlord shall promptly refund all deposits to Tenant. Neither Landlord nor Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.
3. **Rent.** Tenant shall pay rent in advance in the sum of **\$4,500** per month on the first day of each month during the Lease Term. All payments shall be payable to Revolution Rental Management at the following address: 120 Village Circle, Senoia, GA 30276 (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date is on the second day through the last day of any month, the rent for the first month shall be prorated for the number of days the tenant shall have occupancy of the home, rounded to the nearest whole dollar. 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 will be applied to the oldest outstanding balance including but not limited to additional rent resulting from late payments of rent, fees associated with checks returned for insufficient funds, administrative fees, costs and fees associated with a dispossessionary action, etc.
 1. **Pro-Rated Rent:** (this paragraph shall not be a part of this Lease if Commencement Date is on the first day of a calendar month) Tenant **is not** taking possession of Premises on a date other than the first day of a calendar month, and therefore **is not** responsible for pro-rated rent for the partial month in the amount of **\$0**, due on the Commencement Date of this Lease. If Tenant is taking possession after the twentieth (20th) date of the month, then Tenant shall be required to pay the above pro-rated rent and the following month's rent in the form of certified funds prior to taking possession of the Property.
 2. **Online Payments.** Landlord may, but is under no obligation to, accept payments from Tenant through an online "Resident Portal" that allows payment by credit card or bank account ACH. Tenant shall be responsible for paying any transaction fee or convenience fee associated with credit card payments or one-time payments of any kind. No additional fee shall be charged for automatic recurring e-check payments setup through the online Resident Portal.
 3. **Resident Benefits Package.** Tenant shall pay **\$46** per month as a Lease Administrative Fee, due on the same date as the rent, to cover Broker's costs in providing the following items as part of the Resident Benefit Package: the online Resident Portal, the 24/7 emergency maintenance line, free

online recurring ACH payments, renter's insurance, credit bureau reporting, and home delivery every three (3) months of replacement HVAC filters.

1. **Required Insurance.** Tenant is required to maintain renter's insurance on Property for the duration of occupancy that includes \$100,000 of legal liability coverage for damage to Landlord's real improved and personal property, including any fixtures, for no less than following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage (all together "Required Insurance"). To satisfy this requirement, Broker provides a master insurance policy with AssetProtect. Unless Tenant chooses to opt out of AssetProtect as specified below, Tenant shall be enrolled in AssetProtect automatically. No further action shall be required on the part of Tenant, and coverage will begin on the lease effective date. In addition to legal liability coverage, AssetProtect also provides a Contingent Personal Property Contents Coverage Endorsement in the amount of \$10,000 for Tenant's personal property. Evidence of Insurance may be provided upon Tenant request.
 2. **AssetProtect Opt-Out.** In lieu of accepting AssetProtect, Tenant may obtain Required Insurance from an insurer of Tenant's choice that is satisfactory to Broker. Tenant must list Broker as additional interest. To opt out, Tenant must fill out the Master Insurance Opt Out Form at <http://optout.Therevolutionfirm.com> The amount owed by Tenant for the monthly Resident Benefits Package Admin Fee shall not be reduced due to opting out of AssetProtect.
 3. **Credit Reporting.** Tenant agrees that Broker may report tenant's payment history on a monthly basis to CredHub, who will then report the same to TransUnion and Equifax (the "credit bureaus"). Broker will use all reasonable efforts to ensure that information provided is accurate. Tenant agrees to hold Broker, Landlord, and CredHub harmless from any errors in the reporting of such information.
 4. **Septic System Rent.** Property **does not** have a septic system, and Tenant **does not** have to pay monthly septic system rent in the form of additional rent added to the above monthly rent in the amount of **\$20.00** per month, due on the same date as the monthly rent.
 5. **Well Water Rent.** Property **does not** have a well water system, and Tenant **does not** have to pay monthly well water rent in the form of additional rent added to the above monthly rent in the amount of **\$50.00** per month, due on the same date as the monthly rent.
 6. **Solar Power Rent.** Property **does not** have a solar power system, and Tenant **does not** have to pay monthly solar power rent in the form of additional rent added to the above monthly rent in the amount of **\$0** per month, due on the same date as the monthly rent.
 7. **Credit Contingency Admin Fee.** Tenant **does not** have a credit score below the optimal score determined by Broker's application scoring guidelines. Broker's experience has shown that tenants with credit scores below the optimal amount are more likely to pay late or otherwise default on their lease obligations, creating a higher workload and more risk for Broker. Therefore, Tenant does not have to pay a monthly Credit Contingency Admin Fee in the amount of **0**, due on the same date as the monthly rent.
 8. **Smart Home.** Property **does not** have "smart home" technology installed, and Tenant **does not** have to pay a monthly Smart Home Fee of **\$0**, due on the same date as the monthly rent.
 9. **Paper Payment Admin Fee.** If payment of rent or any other amount (excluding initial move-in funds) is made by check, money order, cashier's check, or any other form of paper payment, Tenant shall pay a **\$10.00** Paper Payment Administrative Fee to reimburse Broker for the additional costs involved in processing manual payments.
 10. **Initial Move-In Admin Fee.** To compensate Broker for lease preparation, Tenant shall pay a **\$175.00** Initial Move-In Administrative Fee prior to move-in. This provision shall not apply for lease renewals.
 11. **Expedited Move-In.** Tenant **is not** hereby request an expedited move-in, and Tenant **is not** hereby agree to pay a **\$250.00** Expedited Move-In Admin Fee. This amount shall be due on the first (1st) of the calendar month after move-in.
4. **Applying Payments.** All payments from Tenant shall be applied to the oldest charges on Tenant's account first (i.e. a tenant with an overdue balance who pays only an amount equal to his normal rent on the due date shall have his payment applied to his overdue balance first, leaving his current month's rent not paid in full).

5. **Late Payment; Service Charge for Returned Checks and Rent Collection.** In the event that Tenant's account balance is not paid in full by 11:59pm on the **2nd** day of the month, Tenant's account shall be considered delinquent and late fees shall begin to accrue in the form of additional rent. Landlord may, but shall have no obligation, to accept any payment not received by the **5th** of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check, certified check, or wire transfer of immediately available funds and must include an additional rent amount of **\$450**. In addition to this additional rent for late payment, if applicable, a service charge of **\$75** shall be owed by Tenant for any returned payment. In addition, if the balance remains unpaid two (2) days after the **2nd** day of the month, and Landlord sends Tenant a Notice to Pay Rent or Quit, then Tenant shall pay an additional Cure Notice Administrative Fee of **\$75**. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks or electronic payments from Tenant after one or more of Tenant's payments have been returned by the bank unpaid. In the event that Broker visits Premises for the purpose of collecting payment, either by request of Tenant or due to payment not being received by the date due, Tenant shall be charged a **\$50.00** administrative fee.
6. **Dispossessory Fee.** Notwithstanding anything to the contrary contained herein, if Tenant has any unpaid balance on the **8th** day of the month, Landlord may file a dispossessory action in the county in which the Property is located. In the event that a dispossessory action is filed against the Tenant, a fee of **\$995** will be assessed to Tenant to cover the costs of attorney fees, court costs, and any additional administrative costs to Landlord. Landlord has the right to charge and recover additional attorneys' fees and court costs in the event that Tenant engages in protracted legal proceedings that cause Landlord's actual out-of-pocket legal expenses to exceed this amount. In addition, if any other legal action is necessary in order for Landlord to recover money owed by Tenant, including but not limited to garnishment or fieri facias (FiFa), Tenant will also be assessed for the cost of forms, filing fees, and any other applicable court costs.
7. **Security Deposit Waiver Program.** Tenant **does not** hereby agree to the Security Deposit Waiver Program, in which Tenant shall not be required to pay a refundable security deposit. Tenant **does not** hereby agree to pay a monthly Security Deposit Waiver Administrative Fee of **\$0** due on the same date as the rent each month, with the full understanding and agreement that these fees are not refundable at any time or under any circumstances.
1. **Payment Method on File.** Tenant is required to provide a debit or credit card upon signing, to maintain that payment method on file throughout the tenancy, and hereby authorizes Broker to charge that payment method for any unpaid charges upon move-out, including for any damages to the premises. Failure to maintain a payment method on file, or having your payment method be declined for insufficient funds or invalid account, shall constitute a breach of this Agreement.
8. **Security Deposits.**
1. Tenant shall pay a refundable security deposit to **Central Georgia Realty, LLC DBA Revolution Rental Management** ("Holder") in the amount of **\$4,500** ("Security Deposit") by paying in the form of cash.
 2. **Deposit of Same:** Holder shall deposit the Security Deposit within five (5) days of receiving the same into an escrow account with Enterprise Bank & Trust.
 3. **Security Deposit Interest.** All interest earned on the above-referenced account shall belong to the Holder. Holder shall have the right to switch the bank and/or account number in which the Security Deposit is held upon notice to Landlord and Tenant, provided that the type of account remains the same.
 4. **Security Deposit Check Not Honored:** In the event that any Security Deposit check is not honored, 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) banking days after notice to deliver good funds to Holder. In the event that Tenant does not timely deliver good funds, Landlord shall have the right to terminate this lease upon notice to Tenant.
 5. **Return of Security Deposit:** The balance of the Security Deposit 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 last (hereinafter "Due Date"); provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given a two (2) calendar month written notice to vacate (not including the month in which notice is given); (3) no damage has been done to the Property or its contents, except for normal wear and tear; (4) the entire Property is

clean and free of dirt, trash, and debris; (5) all rent, additional rent, fees, and charges have been paid in full; (6) there are no holes and scratches on walls or cabinets other than normal wear and tear; and (7) all home keys, keys to recreational or storage facilities, access cards, gate openers, and garage openers, if any, have been returned to Landlord/Broker.

6. **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 the negligence, carelessness, accident, or abuse by Tenant, Tenant's household, or their invitees, licensees, and guests; (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 and charges referenced herein; and/or (6) a fee of **\$150.00** to rekey the locks either at the request of Tenant or upon the termination of the Lease. If any deductions from the deposit are necessary for repairs or an unpaid balance, Tenant shall pay Broker a **\$100.00** Security Deposit Processing Admin Fee. This fee shall not be charged if Property is not damaged and no balance remains on Tenant's account at time of move-out.
7. **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 therefrom. 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) banking 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) banking 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) banking days. For all purposes herein, a banking day shall not include Saturday, Sunday, or federal holidays. If more than one (1) person is named as a Tenant on this Agreement, and not all named Tenants are present for the inspection, Tenant hereby agrees that any Tenant who is present represents all named Tenants and may sign on their behalf.
8. **Delivery of Move-Out Statement:** Holder shall send the Move-Out Statement, along with balance, if any, of the Security Deposit, before the Due Date. The Move-Out Statement shall either be delivered personally 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.
9. **Security Deposit Held by Broker:** If Broker is holding the Security Deposit, Broker shall be responsible for timely preparing the Move-Out Statement and delivering the same to Tenant along with the balance of the Security Deposit, if any, prior to the Due Date. In fulfilling its obligations hereunder, Broker shall reasonably interpret the Lease to ensure that the Security Deposit is properly disbursed.
 1. Notwithstanding the above, if there is a bona fide dispute over the Security Deposit, Broker may, (but shall not be required to) upon notice to all parties having an interest in the Security Deposit, interplead the funds into a court of competent jurisdiction. Broker 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 Broker from the non-prevailing party.
 2. Notwithstanding the above, in the event that Landlord transfers management of Premises to another licensed real estate broker in the state of Georgia, Tenant hereby agrees that Broker may transfer Security Deposit to the new managing broker, and all responsibilities related to Security Deposit shall become the responsibilities of the new broker. Notice to Tenant that management of Premises has transferred to a new broker shall constitute notification that the Security Deposit will be transferred to the new broker, and no additional notice shall be necessary.

3. All parties hereby agree to indemnify and hold Broker harmless from and against all claims, causes of action, suits, and damages arising out of or related to the performance by Broker of its duties hereunder. All parties further covenant and agree not to sue Broker 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.

10. **Failure to Move-In:** Tenant acknowledges that if he does not move-in to Premises, the Security Deposit will be non-refundable and forfeit and will cover damages to the owner as a result of holding the property off-market. Tenant acknowledges that Landlord shall be damaged by holding the property off-market for a tenant who does not move-in to Premises, that Landlord's actual damages are difficult to estimate, and that the Security Deposit represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
11. **Sale of Property.** In the event that Property is sold by Owner during the term of this Agreement, Security Deposit shall be returned to Tenant upon close of sale. Broker shall be authorized to deduct any balance that tenant owes from Security Deposit prior to returning the remainder thereof.

9. Utilities & Services.

1. All utilities and services used or consumed by Tenant on the Premises (each, a "Tenant Utility", and collectively, the "Tenant Utilities") shall be billed to and paid by Tenant separately from Rent as provided herein. Landlord shall maintain the Tenant Utilities in the Landlord's name and manage and bill the Tenant Utilities to Tenant using a payment platform of Landlord's choosing. Tenant agrees to enroll with the billing platform and create an account BEFORE taking possession of the Premises. Tenant agrees to timely pay Landlord for all Tenant Utilities charges as they are billed. Tenant further agrees to pay a one-time set-up fee of **\$20.00** and monthly billing service fees of **\$11.95**.
 2. Tenant agrees to keep Tenant's account on the payment platform active through the expiration of the Lease and/or until a final accounting of Tenant's bills have been performed and provided to Tenant even if Tenant has vacated the Premises. In the event Landlord elects to estimate a final utility invoice, Landlord will provide an estimated final invoice to Tenant based on prior consumption patterns, historical data, and seasonal factors. In such event, Tenant shall pay such estimated final invoice at or before the expiration of the Lease. Tenant may contact utilities@revolutionrm.com to true-up the estimated final invoice with the final actual bill. If the estimated final invoice is higher than the final actual bill, Landlord will issue a refund check to Tenant's forwarding address. If the estimated final invoice is less than the final actual bill, Landlord will issue a final bill for the difference using the same payment platform and Tenant will promptly pay. Tenant understands and acknowledges that any remaining balance left unpaid by Tenant may be sent to a collection firm or agency and would likely damage Tenant's credit.
 3. In the event Tenant fails to timely pay Landlord for any bill as it becomes due, Landlord may, at its option, pay such bill on behalf of Tenant and charge Tenant an **administration fee of \$50.00 per bill**. Tenant expressly agrees that this administrative fee is a reasonable estimate of Landlord's liquidated damages (not a penalty) under such circumstances since damages resulting from Tenant's failure to timely pay are very difficult to ascertain. Tenant's failure to timely pay any bill shall also constitute a default under the Lease and may trigger late fees and/or eviction proceedings as more particularly set forth in the Lease. Landlord shall have the right to switch billing services at any time with notice to Tenant upon substantially the same terms and conditions as provided herein.
 4. Tenant agrees that Landlord shall have the right to debit/charge any method of payment that Tenant has provided in the past in order to satisfy an overdue utility bill.
10. **Move-in Inspection.** Prior to Tenant taking possession of Premises, Landlord shall provide Tenant with "Move-In, Move-Out Inspection Form" attached hereto and incorporated hereinafter (the "Form") itemizing any existing damages to Property. Prior to taking occupancy, Tenant shall be entitled to retain a copy of the Form. Tenant acknowledges that Tenant has carefully inspected Property in which Premises are located and is familiar with the same. By taking possession of Premises, Tenant is agreeing to accept Property "as-is." If more than one (1) person is named as a Tenant on this Agreement, and not all named Tenants are present for the inspection, Tenant hereby agrees that any Tenant who is present represents all named Tenants and may sign on their behalf.

1. **Video Waiver:** Tenant and Landlord agree that a video inspection of the property may be substituted for a written "Move-In, Move-Out Inspection Form." If a video inspection is used, Tenant shall be provided either a link to the video stored online or a copy of the video file.
11. **Owner's Property Disclosure Statement.** Owner's Property Disclosure Statement is not attached to this Lease.
12. **Tenant's Responsibilities.**

1. **Repairs and Maintenance:** Tenant acknowledges that Tenant has inspected Premises and that it is fit for residential occupancy. Tenant shall promptly notify Landlord of any dangerous condition or need for maintenance existing in Premises or on 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. Landlord shall not be under any obligation to effect repairs to items that are cosmetic in nature. Except as provided above, Tenant agrees to maintain Premises in a neat, sanitary, and clean condition free of trash and debris. Any expenses incurred by Landlord to remedy any violations of this provision shall be reimbursed to Landlord by Tenant within thirty (30) days of the receipt of an invoice from Landlord (a letter explaining the charge and providing the amount shall constitute an invoice). If Tenant fails to timely pay said invoice, Tenant shall be in default of this Agreement. All repairs estimated by Broker to cost \$75 or less shall be the responsibility of Tenant.
 1. In the event that A) Tenant submits a service request and the vendor or Broker find that the issue was directly caused by Tenant, or B) tenant schedules an appointment with a vendor and is not present at the time of the appointment, or C) Tenant submits a service request without any merit in the judgment of Broker or vendor, then the Tenant shall be responsible for reimbursing Landlord for the cost of that service call, including any commissions paid by Landlord, plus an additional **\$25.00** Repair Billing Administrative Fee, due no later than thirty (30) days from the date Tenant is notified of the charge by Broker.
2. **Lawn and Exterior Maintenance:** tenant shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and fall leaf season), and shall keep Property, including yard, lot, grounds, Premises, walkways, gutters, and driveway clean and free of rubbish, trash, and debris.
3. **Clogged Drains, Pipes, and Septic Systems:** Provided that the blockage was the result of actions or negligence on the part of Tenant, his household, or their invitees, licensees, or guests, Tenant shall be responsible for the cost of removing any blockage of a drain, pipe, or septic system, as well as the cost of repairing any damage to Premises as a result of such blockage.
4. **Pest Control:** Landlord shall be responsible for termite and rodent control. Other pest control (including but not limited to ants, cockroaches, spiders, other insects, and bats) shall be the responsibility of **tenant**. By signing this Lease, Tenant acknowledges having inspected Premises and determined it to be free of pests upon move-in, and Landlord shall not be responsible for removal or treatment of pests found after Tenant has taken possession of Premises except for termites and rodents.
5. **Smoke & Carbon Monoxide Detectors:** Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and notify Landlord immediately if the smoke detector is not functioning properly. Unless required by law or regulation, Landlord shall not be responsible for providing carbon monoxide detector(s).
6. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (a) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (b) leave the faucets dripping.
7. **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 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. Landlord shall be under no obligation to hire a mold specialist to inspect or treat Premises merely on the demand of Tenant, but shall do so only when it is determined by Landlord that mold could reasonably be expected based upon the available evidence. Tenant does hereby agree to hold Broker and Landlord harmless for any health consequences of any reasonable decision made in good faith that the hiring of a mold specialist is not warranted.

8. **Access Codes:** Tenant shall provide Landlord and Broker with all access codes to all entrance gates and security systems located on the Property.
 9. **Carpet Cleaning:** Tenant shall have the carpets professionally cleaned at least once every twelve (12) months, and upon move-out. Failure to have the carpets professionally cleaned upon move-out shall result in Tenant being charged for a professional cleaning and reduction of the Security Deposit (a receipt from a professional carpet cleaning company is required to demonstrate proof of professional cleaning). By taking possession of Premises, Tenant acknowledges having inspected the carpets, and agrees that the carpets are in a clean and acceptable condition with no need for further cleaning or replacement beyond those routine cleanings required of Tenant by this paragraph.
 10. **HVAC Filters:** Broker shall have HVAC filters delivered to Tenant's home approximately every ninety (90) days as part of the monthly Lease Administrative Fee. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Broker upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Broker in writing. Tenant's failure to properly and timely replace the filters is a material breach of this Agreement and Broker shall be entitled to exercise all rights and remedies it has against Tenant, and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse.
 1. **Liquidated Damages.** In the event that Broker discovers that Tenant has not replaced the HVAC filter(s) as required, Tenant shall pay to Landlord liquidated damages in the amount of **\$250.00** per filter, it being hereby agreed that the actual reduction in useful life of the HVAC system is difficult to predict, and this amount is a reasonable estimate of Landlord's future damages and shall not be construed as a penalty.
 11. **Appliance Damage:** Any damage caused to Premises as a result of Tenant-provided appliances leaking shall be the responsibility of Tenant.
 12. **Neighborhood Amenities:** Tenant is responsible for association fees in neighborhoods that have a pool, club house, exercise room, tennis court, baseball field, or any other neighborhood amenity if Tenant desires to use same.
 13. **Leash Rule:** If Landlord has agreed to allow dog(s) on Premises in this Lease, then all dogs belonging to Tenant or under Tenant's care must remain on a leash when not inside house or fenced yard.
 14. **Fire on Premises.** If Premises has a fireplace, fire pit, wood burning stove, or any similar device, and Tenant's use of same results in damage to Premises, Tenant shall be responsible for paying for the necessary repairs. Tenant shall not light any fires on Premises outside of devices specifically designed to contain a fire.
 15. **Recreational Equipment Prohibited.** Tenant shall not install or permit, permanently or temporarily, any swimming pool, hot tub, playground, inflatable, trampoline, or other similar recreational equipment in or around the Property as the same may cause a suspension or cancellation of insurance coverage or an increase in insurance premiums for the Property.
 16. **Windows.** Any broken, cracked, or chipped windows that are not noted as already damaged on the move-in inspection shall be the responsibility of Tenant.
13. **Lead-Based Paint.** Any Premises located on Property **was not** built prior to 1978. If any Premises located on Property were built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA's Renovate Right brochure.

14. **Notice of Propensity of Flooding.** Landlord hereby notifies Tenant as follows: Some portion or all of the living space or attachment thereto on Premises has not been flooded at least three (3) times within the last five (5) years immediately preceding the execution of this lease. Flooding is defined as the inundation of a portion of the living space caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as a ponding of water at or near the point where heavy or excessive rain fell.
15. **Sublet and Assignment.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. While Tenant may use and enjoy the Property to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Property is being transferred or conveyed by Landlord to Tenant herein.
16. **Use.** Premises shall be used for residential purposes only and shall be occupied only by the named tenant(s) and their minor children, unless otherwise approved by Landlord in writing. Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable declaration of condominium, declaration of covenants, conditions, and restrictions; all rules and regulations adopted pursuant thereto; and any community association bylaws, and rules and regulations. Tenant agrees any violation or noncompliance of the above resulting in fines being imposed against Landlord or Broker shall be the responsibility of the Tenant.
17. **Nuisances and Unlawful Activity.** Tenant shall be responsible for ensuring that Tenant and members of Tenant's household and their invitees, licensees, and guests comply with the Rules and Regulations applicable to Tenant set forth herein and any term, condition, or provision of this Lease relating to the use of the Premises or Property and do not engage in any activity while on Property that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event that Tenant or any of the above-named parties are arrested or indicted for an unlawful activity occurring on 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 terminate this Lease immediately. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state, or federal law.
18. **Property Loss.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's risk. Tenant has been advised that they have been added to Broker's master renter's insurance policy that provides up to \$10,000.00 of personal property coverage for any loss due to, but not limited to, leaking pipes, theft, vandalism, fire, windstorms, hail, flooding, rain, lightning, tornadoes, hurricanes, water leakage, snow, ice, running water, or overflow of water or sewage. Landlord and Broker shall not be liable for any injury or damage caused by such occurrences, and Tenant agrees to look solely to the insurance carrier for reimbursement of losses for such events. Tenant is advised to obtain their own insurance policy if they desire coverage exceeding \$10,000 for their personal property.
19. **Right of Access, Signage.** Upon twenty-four (24) hours' advance notice to Tenant, Landlord shall have the right Monday through Saturday from 9:00 a.m. to 8:00p.m. to access to Premises or Property to inspect, repair, and maintain the same and/or to show the Property to prospective tenants and buyers. In the case of emergency, Landlord may enter Premises or Property at any time to protect life and prevent damage to Premises and Property. In addition, during the last sixty (60) days of the term of the Lease, during any notice period for early lease termination allowed by this Lease, and during any period when Premises is being leased month-to-month, Landlord may also place a "for rent," "for lease," or "for sale" sign in the yard or on the exterior of any dwelling on Property, may install a lockbox, and may show Premises to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord and Broker who may show Premises to prospective tenants or buyers. In the event that a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of **\$100.00** as liquidated damages, plus a **\$25.00** Denial of Access Admin Fee to Broker; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are difficult to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
 1. **Periodic Inspections.** At Broker's sole discretion, Broker shall contract out a detailed interior inspection to a third party vendor, OnSight PROS, to determine the condition of Property. Broker shall notify Tenant of this inspection being ordered with an email to the primary tenant's email

address on file with Broker. Tenant is required to promptly cooperate with the scheduling and completion of the inspection, with a deadline for inspection completion of thirty (30) days after the email notice is sent to Tenant. **In the event that Tenant does not cooperate with the inspection and it cannot be completed prior to the deadline, then notwithstanding anything contained herein to the contrary, Tenant is hereby given notice that this Agreement shall not be renewed, and Tenant shall be required to vacate Property no later than the termination date of this Agreement. In addition, the Parties agree that Broker shall incur damages if Tenant does not cooperate with the scheduling of this inspection; therefore Tenant shall pay a \$150.00 administrative charge if Tenant fails to cooperate with the inspection. The Parties agree that (a) that the actual damages are difficult to determine with accuracy; (b) the parties mutually intend to provide for such damages rather than a penalty; and (c) the \$150 is a reasonable estimate of such damage.**

20. Rules and Regulations

1. Tenant is prohibited from adding, changing, or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If all keys to Premises and Property are not returned when Tenant vacates Premises, Landlord may charge a re-key charge in the amount of **\$150.00**. If Tenant is found to have changed any locks or added additional locks without prior permission of Landlord, Landlord shall be entitled to change all locks on Premises and invoice Tenant for the cost of labor and materials. Tenant shall be required to reimburse Landlord within thirty (30) days.
2. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs, and campers are not permitted on Property, nor may Tenant park any vehicle on the lawn of Premises without prior written approval of Landlord. Any such vehicle may be removed by Landlord at the expense of Tenant for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.
3. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which are combustible, would increase fire risk, or increase the risk of other casualties, shall be kept in or placed on Property.
4. No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed on walls, woodwork, or any part of Premises. All holes must be patched and painted by Tenant prior to move-out, and failure to do so shall result in Tenant being charged on the Move-Out Statement for the estimated cost of repairing same.
5. Tenant shall not, on or in Property, improperly dispose of motor oil, paints, paint thinners, gasoline, kerosene, or any other product which can cause environmental contamination on or in Property.
6. No waterbeds are allowed in Premises without written consent of Landlord.
7. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord. This includes units already present and/or installed in Property.
8. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Landlord.
9. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on Property.
10. Tenant shall comply with all posted Rules and Regulations governing the parking of motor vehicles on Property or the use of driveways, sidewalks, and streets on Property.
11. Tenant shall not skateboard, skate, rollerblade, or bicycle on Property without wearing proper safety equipment.
12. Any location and means of installation and repair and/or maintenance of any telephone, cable TV, satellite, Internet, or data wiring and/or systems are the sole responsibility of Tenant, but must be approved, in advance, by Landlord. Landlord does not warrant and shall not be responsible for any portion of any telephone, cable TV, satellite, Internet, or data wiring and/or systems serving Property.
13. Tenant shall be prohibited from improving, altering, or modifying the Property (including painting) during the term of this Agreement without the prior written approval of Landlord. Any improvements, alterations, or modifications 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 same. Any

improvements, alterations, or modifications of the Property made by Tenant without the approval of Landlord shall be deemed to be damage done to the Property by Tenant, and Landlord shall be entitled to charge Tenant on the Move-Out Statement for repair of same.

14. Tenant shall keep all utilities serving the Property on at all times during the term of the Lease and through the completion of the Move-Out Inspection, including but not limited to, garbage, water, electric, and gas. Should Tenant fail to keep utilities on through the Move-Out Inspection, Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and an administrative fee of **\$150.00**.
15. Smoking is prohibited in Premises. If tenant is found to have smoked in Premises, Tenant shall be charged **\$500.00** as liquidated damages to Landlord, it being hereby agreed that the actual cost of repairing said damage is difficult to predict, and this amount is a reasonable estimate of Landlord's damages and shall not be construed as a penalty; Tenant shall also pay Broker a **\$100.00** Odor Cleanup Admin Fee to cover Broker's time and costs in overseeing the work to remove the smoking odor.
16. Unless otherwise specified below, or subsequent written approval is provided by Landlord, Tenant is prohibited from having any pets on Premises (this includes visiting pets, "pet sitting," short-term pets, fish tanks, etc.). **If Tenant is found to have a non-approved pet on Premises, Tenant shall be charged the pet administrative fees that would have been charged for the pet dated back to the beginning of this Agreement. If Tenant does not cooperate with submitting a pet application in order to determine the appropriate amount of the pet administrative fee, then the pet shall be considered a high risk pet, and the maximum Pet Administrative Fee then listed on Broker's tenant application shall be used to determine this amount.** Tenant shall remit payment of this amount no later than thirty (30) days from notice being sent. Broker shall conduct an interior inspection of the premises upon obtaining knowledge of an unapproved pet, the cost of which shall also be charged to the tenant (not included in the liquidated damages). Tenant shall be prompt in scheduling this inspection with the inspection vendor.
 1. Only the following pets are approved by Landlord, and Tenant is required to pay a **100** Pet Administrative Fee upon move-in, and **45 per month** as a monthly Pet Administrative Fee, due on the same day as the regular rent:
 1. **Pet 1:** Species: **Dog** Breed: **Shih Tzu** Weight: **12 lbs**
 2. **Pet 2:** Species: **n/a** Breed: **n/a** Weight: **n/a**
 3. **Pet 3:** Species: **n/a** Breed: **n/a** Weight: **n/a**
 4. **Pet 4:** Species: Breed: Weight:
 2. On move-out, if any pet odor is found in the property, whether the pet is approved or unapproved, Tenant shall be charged **\$500.00** as liquidated damages to Landlord, it being hereby agreed that the actual cost of repairing said damage is difficult to predict, and this amount is a reasonable estimate of Landlord's damages and shall not be construed as a penalty; Tenant shall also pay Broker a **\$100.00** Odor Cleanup Admin Fee to cover Broker's time and costs in overseeing the work to remove the pet odor.
 3. **Annual Pet Inspection.** Tenants with a pet(s) shall pay a **\$50.00** Annual Pet Inspection Administrative Fee upon completion of the annual periodic inspection. This fee compensates Broker for the additional work in reviewing the annual periodic inspection for pet damage.

21. Default.

1. **Default Generally:** Tenant shall be in default of this lease upon the occurrence of any of the following:
 1. Tenant violates any of the Rules and Regulations or Tenant's Responsibilities set forth herein, or otherwise fails to abide by the terms and conditions of this Lease. Prior to terminating the Lease for any of the above-referenced reasons, Landlord shall give Tenant notice of the default and a three (3) day opportunity to cure the same, except in situations where the default is incapable of being cured within that time frame, or the nature of Tenant's default, if not cured, poses a risk of damage or injury to Landlord, Landlord's property, or other persons or property as determined in the sole discretion of Landlord.
 2. Tenant violates any of the Rules and Regulations or Tenant's responsibilities set forth herein, or other terms and conditions of the Lease a total of three (3) or more times during the term of

the Lease, regardless of whether such violations are cured.

3. 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 as was noted on the Move-In Inspection, normal wear and tear excepted).
4. Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
5. 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 or neglect of Tenant or members of Tenant's household and their invitees, licensees, and guests.

2. **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 legal and equitable remedies 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.

3. **Cure Notice Administrative Fee:** In the event that Broker has to send Tenant the notice of default described above for any of the reasons described above, Tenant shall be charged a **\$75** Cure Notice Administrative Fee.

22. Destruction of Property.

1. If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupant's health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) 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.
2. 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 reasonable practicable whereupon full rent shall commence.
3. 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 of Tenant or Tenant's household or their invitees, licensees, or guests.

23. **Mortgagee's Rights.** Tenants 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 Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

24. Disclaimer.

1. **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; the condition of Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity or cost of any repairs to 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; the appraised or future value of Property; any condition(s) existing off Property which may affect 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 Property and that such tasks clearly fall outside of the scope of real estate brokerage services.
2. **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 Property including without

limitation, land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Property, political jurisdictional maps, and land use and transportation maps and plans. If Tenant is concerned about the possibility of 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 at www.gbi.georgia.gov

25. Other Provisions.

1. **Time of Essence:** Time is of the essence of this Lease.
2. **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.
3. **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.
4. **Joint and Several Obligations:** The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.
5. **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.
6. **Attorney's Fees, Court Costs, and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorneys at law to prosecute such an action, then both parties agree that the prevailing party shall be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
7. **Indemnification:** Tenant agrees to indemnify and hold Landlord and Broker harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker 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 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 any requirements imposed by any governmental authority; (4) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about 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 Landlord and/or Broker use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord or Broker with respect to any of the above-referenced matters. In addition to the above, Tenant agrees to hold Broker harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fees 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 and employees.
8. **Notices:**
 1. **All Notices Must Be In Writing.** All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination, or vacating and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice. As long as Broker is managing Property for Landlord, all notices must be made to Broker, and notices sent directly to Landlord shall be considered null and void.
 2. **When Notice to Broker Is Notice to Broker's Client.** Except in cases where the Broker is a practicing designated agency, notice to the Broker or the affiliated licensee of Broker

representing a party in the transaction shall for all purposes herein be deemed to be notice to that party. In any transaction where the Broker is a practicing designated agency, only notice to the affiliated licensee designated by Broker to represent the party in the transaction shall be notice to that party. Personal delivery or notice may only be delivered to the person intended to receive the same.

3. **Method of Delivery of Notice.** Subject to the provisions herein, all notices shall be delivered either: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U.S. mail, pre-paid return receipt requested; or (5) by electronic mail (e-mail).
4. **When Notice is Deemed Received.** Except as may be provided herein, a notice shall not be deemed to be given, delivered, or received until it is actually received. 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 is transmitted, provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent. Notice sent by FAX to a Broker shall only be sent to the FAX number of the Broker, if any, set forth herein: (a) Personal delivery of notice to a designated agent shall only be deemed to be received when it is actually received by the designated agent or delivered to the office of the Broker in which the agent is rostered, at a time when an agent or employee of the Broker is there to receive it; (b) Personal delivery of notice to a Broker shall only be deemed to be received when it is: (1) actually received by the Broker (if the Broker is a person); (2) actually received by an agent acting on behalf of the Broker in the transaction in which notice is being sent; or (3) delivered to either the main office of the Broker or the office of the Broker in which the agent representing the Broker is rostered at a time when an agent or employee of the Broker is there to receive it.
5. **Notice by Fax or E-Mail to a Broker or Affiliated Licensee of Broker.** Notices by fax or e-mail to a Broker or the affiliated licensee of a Broker may only be sent to the e-mail address or fax number, if any, of the Broker or the affiliated licensee of the Broker set forth in the Broker/Licensee Information section of the signature page of this Agreement or subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures set forth herein. If no fax number or e-mail address is included in the Broker/Licensee Contact Information section of the signature page of this Agreement (or is subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures), then notice by the means of communication not provided shall not be valid for any purpose herein. Notice to a Broker or the affiliated licensee of Broker who is working with, but not representing a party, shall not be deemed to be notice to that party.
6. **Certain Types of Signatures Are Originals.** 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.
9. **Appliances:** The following appliances are in Property on move-in, and shall not be removed by Tenant without Landlord's prior written permission: **Range/Stove.**
10. **Keys:** Landlord and Broker may release keys to Property to any of the occupants listed herein. Landlord and Broker may also release keys to vendors and agents as Landlord deems appropriate in order to inspect, market, and repair property, and Tenant does hereby agree to hold Landlord and Broker harmless for same.
11. **Waiver of Homestead Rights:** Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.
12. **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 Property.
13. **Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood, including the neighborhood in which Property is located; and (2) while Landlord may from time to time do things to make Property reasonably safe, Landlord is not a provider or guarantor of security

in or around Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected 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. Landlord shall be under no obligation to provide deadbolt locks on doors, nor shall Landlord be obligated to repair a deadbolt lock if a non-deadbolt lock is functional on the door.

14. **Rental Application:** Tenant's rental application was submitted prior to the signing of this lease and is included herein by reference. If it is later discovered that the information disclosed therein 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.
15. **Waiver of Jury Trial.** Each of the Parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.
16. **Landlord Verification.** Tenant understands that when applying to rent other properties or when applying for a mortgage loan, that lenders and landlords will frequently request rental verification from Broker, and sometimes request detailed information on payment history, tenant conduct, etc. Tenant does hereby authorize Broker to release this information upon request. Tenant shall pay Broker **\$25.00** per such request that Broker responds to in order to compensate Broker for the time and resources expended in responding to such inquiries.
17. **Cost of Collection Following Move-Out.** If Tenant vacates owing monies and Broker initiates a collections process, whether through a third-party debt collection agency or through internal processes, Tenant shall be charged an additional forty percent (40.00%) on all amounts owed to account for the costs of collection. This amount shall be over and above any attorneys' fees, court costs, or other amounts charged to Tenant for any legal proceedings.
26. **Right to Terminate Early.** Provided that Tenant is not in default hereunder at the time of giving notice, Tenant has strictly complied with all provisions of this paragraph, and termination is as of the last day of a calendar month, Tenant may terminate this Lease before the expiration of the term of the Lease by:
 1. Giving Landlord no less than sixty (60) days' notice on or before the day rent is due as shown in rent paragraph above; plus
 2. Paying all monies due through date of termination; plus
 3. Forfeiting the total amount of any and all deposits; plus
 4. Paying an amount equal to two (2) months' rent; plus
 5. Returning Premises in a clean and ready-to-rent condition; plus
 6. Paying a **\$250.00** administrative fee.
 7. The above amounts must be paid in full at the time of notice, and notice shall not be deemed to have been given until such time that the total amounts are paid.
 8. Tenant hereby agrees that all of the above represents liquidated damages to Landlord and Broker, that the actual amount of damages are difficult to determine, that the above amounts represent a reasonable pre-estimate of the damages, and that these amounts are not a penalty.
 9. Landlord shall not provide any rental verification or references to other potential landlords until all provisions of this section are fully complied with, and Tenant hereby authorizes Landlord to notify potential landlords if Tenant has expressed a desire to terminate the Lease early without complying with this section. Tenant hereby holds harmless Landlord and Broker for any statements made to potential landlords.
27. **Military Activation.** Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty 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 applicable laws.
28. **Active 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: (1) thirty (30) days rent after the first date on which the next rental

payment is due; (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant.

29. **Holding Over** Tenant shall have no right to remain in the Property after the termination or expiration of this Lease. Should Tenant fail to vacate the Property upon the expiration or termination of this Agreement, Tenant shall pay Landlord a per diem occupancy fee equal to ten (10) percent of the monthly rent amount in this Lease for every day that Tenant holds over after the expiration or termination of this Lease. In addition, Tenant shall pay Broker a Holdover Administrative Fee of \$250.00 for the additional work required by broker to manage the holdover situation. Acceptance of the occupancy fee by Landlord or the Administrative Fee by Broker 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.
30. **Abandonment.** Tenant shall not abandon the Property, resident's personal property, or motor vehicles. Title to any abandoned property, including but not limited to pets or animals, shall vest in Broker. Broker may store, sell, or dispose of abandoned property without notice. If abandoned, Broker shall have the right to re-key, enter, and re-let the Property without filing a dispossessory warrant or obtaining a writ of possession. Broker shall have sole discretion in determining whether an abandonment has occurred. Circumstances indicative of an abandonment include, but are not limited to, failure to pay rent or utilities, discontinuance of utility service, failure to respond to Broker's notices, communications, or eviction proceedings, or removal of a substantial amount of resident's personal property.
31. **Early Termination by Landlord.** Tenant agrees that Landlord may terminate the lease prior to the lease expiration date, and Tenant agrees to vacate the Property if the following conditions are met:
1. Landlord gives Tenant two (2) full calendar months' written notice to vacate (Tenant shall still owe rent through the two (2) full calendar month notice period).
 2. Landlord pays to Tenant an amount equal to two (2) months' rent as compensation for disturbing tenant's quiet enjoyment of the property and for the inconvenience of moving early. This credit shall be applied to the Tenant's account at the time the Tenant vacates the property and shall be included with any applicable security deposit refund. The foregoing shall not relieve the Tenant of his or her responsibilities and obligations regarding any damage to the property.
32. **Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party two (2) calendar months' notice (not including the month in which notice is given) prior to the end of the term. If neither party gives notice of termination, the Lease shall automatically be extended on a month-to-month basis **with a rent increase of fifteen (15) percent of the current rental rate and the new rent amount shall be known as the Current Rent. In addition to the rent increase, Tenant shall also pay a \$250.00 Month-to-Month Lease Administrative Fee due on the date that this Agreement rolls over to a month-to-month term.** All other terms of the existing Lease remain the same. Thereafter, Tenant may terminate this Lease upon two (2) calendar months' notice (not including the month in which notice is given) to Landlord, and Landlord may terminate this Lease upon two (2) calendar months' notice (not including the month in which notice is given) to Tenant.
1. **Notice to Vacate Cancellation.** If Tenant gives notice to vacate, and subsequently requests to cancel that notice, it shall be at the sole discretion of Broker whether to approve that request. If approved, Tenant shall pay a **\$250.00** Notice to Vacate Cancellation Admin Fee. Once approved, Tenant cannot then revert back to the original notice date, and a new notice in accordance with this Agreement shall be required when Tenant wants to vacate.
 2. **Lease Renewal Fee.** If Tenant signs this lease renewal within five (5) calendar days after the date that it is sent, Tenant shall be charged a **Lease Renewal Administrative Fee of \$25.00.** If Tenant signs this lease renewal between six (6) and fifteen (15) calendar days after it is sent, Tenant shall pay a **\$50.00 Lease Renewal Administrative Fee.** If Tenant signs this lease renewal between sixteen (16) and thirty (30) calendar days after it is sent, Tenant shall pay a **\$100.00 Lease Renewal Administrative Fee.** If Tenant signs this lease renewal more than thirty (30) calendar days after it is sent, Tenant shall pay a **\$250.00 Lease Renewal Administrative Fee.**
 1. **Paper Lease.** If Tenant requests a paper copy of the lease to sign rather than signing by electronic signature, or if Tenant has not provided e-mail addresses for every named Tenant on the lease agreement by the time that Broker sends out the lease renewal offer, **Tenant shall pay a \$25.00 Paper Lease Preparation & Postage Fee,** and the deadlines described above for the various Lease Renewal Administrative Charges shall be based upon the date that

Broker actually receives the signed lease renewal, not the date that Tenant signs or mails the lease.

33. Agency Brokerage and Property Management.

1. **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. Â§ 10-6A-1 et. seq.;
 1. **No Agency Relationship.** Tenant and Owner/Landlord acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
 2. **Listing Broker.** Broker working with the Owner/Landlord is identified on the signature page as the "Listing Broker"; and said Broker is not representing Tenant; and
 3. **Leasing Broker.** Broker working with Tenant is identified on the signature page as "Leasing Broker"; and said Broker is not representing Tenant; and
 4. **Dual Agency or Designated Agency.** Broker is not representing Tenant and is performing only ministerial acts for Tenant. No Dual Agency or Designated Agency is implied.
2. **Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with any applicable client except as follows: N/A (A material relationship means one actually known of a personal, familial, or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)
3. **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.
4. **Property Management:** Broker is the authorized agent of Landlord for the purposes of managing Property in accordance with a separate management agreement, therefore: (1) Tenant agrees to communicate with Broker on all issues relating to or arising out of this Lease Agreement; (2) Broker shall have the power and legal authority to exercise the rights of the Landlord hereunder, (3) Tenant shall pay the rent due hereunder to Broker at the address of Broker specified herein or at such other address of which Broker may give notice to Tenant, and (4) subject to the management agreement, Broker shall perform the obligations of Landlord hereunder. The termination of the management agreement shall not terminate this Lease.
5. **Communication With Landlord Prohibited: TENANT IS NOT AUTHORIZED TO COMMUNICATE DIRECTLY WITH LANDLORD. TENANT SHALL COMMUNICATE WITH LANDLORD SOLELY THROUGH CENTRAL GEORGIA REALTY, LLC.** Tenant expressly acknowledges and agrees that all of Tenant's inquiries, requests, demands, notices, or other communications intended for Landlord shall be communicated solely to and through Central Georgia Realty, LLC, the Landlord's agent under the Lease. This means that Tenant, or anyone acting on behalf of Tenant, is prohibited from attempting any direct contact with Landlord through any communication medium or in-person contact. Tenant understands that Landlord has retained Central Georgia Realty, LLC to exclusively lease and manage the Property and desires to have all communications concerning the Property or Lease handled through Central Georgia Realty, LLC. Tenant further acknowledges and agrees that any violation of this provision shall be considered an obstruction of Central Georgia Realty, LLC's leasing and management duties and responsibilities and Tenant shall be charged an administrative fee of \$75.00 for the first offense, \$150.00 for the 2nd offense, \$250.00 for the 3rd offense, and \$500.00 for the 4th offense, in addition to the Cure Notice Admin Fee described herein for the lease violation. In addition to these administrative fees, upon the 4th attempt to contact the Landlord directly, Tenant is hereby notified that this Lease Agreement shall be terminated immediately for repeated violations of this provision, and if Tenant refuses to vacate within three (3) days of demand, Broker shall be entitled to immediately file a

dispossessory/eviction proceeding against Tenant with no further opportunity for Tenant to cure.

34. Additional Stipulations.

1. N/A
2. N/A
3. N/A
4. N/A
5. N/A
6. N/A

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IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Tenants:

Broker's Licensee on behalf of Landlord:

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Licensee on behalf of Listing & Leasing Broker:



Georgia Real Estate License Number: 333837

Leasing & Listing Broker's Contact Information:

Broker: Revolution Rental Management

MLS Office Code: CTGA01

Brokerage Firm License Number: H60590

Phone: (678) 648-1244

FAX: (770) 599-9270

E-mail: info@Therevolutionfirm.com

Web Site: www.Therevolutionfirm.com