

LEASE AGREEMENT  
Multifamily

Premises: \_\_\_\_\_

Landlord: \_\_\_\_\_

Tenant(s): \_\_\_\_\_

\_\_\_\_\_

Address of Property: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Renewal Option Deadline: January 15, 2010 Occupancy: \_\_\_\_\_ Persons.

Lease Term: \_\_\_\_\_, \_\_\_\_\_, at 12:00 p.m., until \_\_\_\_\_, \_\_\_\_\_ at 11:59 a.m.

Security Deposit: \_\_\_\_\_ (\$ \_\_\_\_\_), which is deposited in

Escrow Account No.: \_\_\_\_\_ located at National Bank of Georgia

Total Rent for Term: \$ \_\_\_\_\_, payable monthly at \$ \_\_\_\_\_ per month with the first month's rent totaling: \$ \_\_\_\_\_.

THIS LEASE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Landlord named above (hereinafter referred to as "Landlord"), and the Tenant(s) names above (hereinafter collectively referred to as "Tenant").

**1. Premises.** Landlord hereby leases to Tenants the Premises described above. The Premises is leased unfurnished and includes that interior of the premises only, and Tenant shall not attach or place any items on the exterior of the Property or in the common areas.

**2. Term.** The initial term of this lease shall be for a period set out above, commencing at the hour and day shown above and ending on the date and year shown above. It is expressly understood that the Lease is for the entire Term regardless of whether the Tenant takes occupancy, is transferred, ceases to be enrolled at any post high school institute of higher education, is no longer a resident of the area or, for any other reason, is unable to continue occupying the premises. Accordingly, the Tenant's obligation to pay rent hereunder shall continue for the entire term of the Lease and until all sums due landlord hereunder have been paid in full.

Landlord shall exercise a good-faith effort with respect to delivering possession of the Premises to Tenant on the Commencement Date. In the event Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, but Landlord does deliver possession within seven (7) days after the Commencement Date, then Rent shall be abated on a daily basis during the period of delay. Landlord shall not be liable to Tenant for any losses or damages related to such failure to deliver timely possession. In the event possession of the Premises is not delivered to Tenant within twenty (20) days after the Commencement Date, then in such event this Lease shall become null and void and no further force or effect whatsoever in law or equity, Landlord shall return the Security Deposit in full to Tenant, and Landlord shall not be liable to Tenant for any losses or damages related to such failure to deliver possession. No estate for years is created hereby and Landlord is only conveying to Tenant a usufruct as defined under Georgia law.

**3. Tenant's Renewal Rights.** Unless limited by special stipulations in this contract, Tenant has an option to renew this Lease no later than the Renewal Option Deadline set forth above; however, Landlord reserves the right no to renew to Tenant at the termination of this Lease. Tenant must be in good standing and not in violation of any covenant of this lease to be able to exercise said option. In the event Tenant exercises this option to renew the lease, the terms and conditions of the new lease will be negotiated between Landlord and Tenant at the time Tenant exercises such option to renew. Otherwise, this lease will terminate and Tenant will vacate the premises no later than 11:59 a.m. on the termination date shown above.

**4. Rent. Tenant shall pay to Landlord the rent** set forth above per calendar month as rental for the Premises (the "Rent"), payable in advance without demand, abatement or set-off, at the office of Agent for the Landlord or at such other place(s) as Landlord may designate, punctually **on or before the first day of each month** during the Lease Term. Rent is considered late if not received by the first day of the month. **IF MAILED, THE RENT AND ALL OTHER SUMS DUE UNDER THIS LEASE SHALL BE MAILED IN SUFFICIENT TIME AND WITH ADEQUATE POSTAGE THEREON TO BE ACTUALLY RECEIVED BY LANDLORD NO LATER THAN THE DUE DATE. ANY RENT NOT ACTUALLY RECEIVED BY LANDLORD ON OR BEFORE THE FIRST DAY OF THE MONTH SHALL BE DELINQUENT AND IN DEFAULT.** Tenant acknowledges that rent is payable in one check only, or cash or money order. Inasmuch as late payment by Tenant to Landlord of Rent or any other sums due hereunder shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain, including, but not limited to, clerical and accounting charges, lost interest, and late charges which may be imposed upon Landlord by the terms of any security deed encumbering the Community, the parties hereby agree that **IF ANY INSTALLMENT OF RENT IS NOT ACTUALLY RECEIVED BY LANDLORD ON OR BEFORE 5:00 P.M. ON THE THIRD (3RD) DAY OF THE MONTH, TENANT SHALL AS ADDITIONAL RENT PAY A LATE CHARGE TO LANDLORD OF TEN (10%) PERCENT. IF TENANT'S INSTALLMENT OF RENT IS NOT RECEIVED BY LANDLORD ON OR BEFORE THE SIXTH (6TH) DAY OF THE MONTH, TENANT SHALL, AS ADDITIONAL RENT, PAY AN ADDITIONAL LATE CHARGE OF FIVE (\$5.00) DOLLARS PER DAY.** Tenant shall pay a \$25.00 handling charge for each dishonored check, and, if appropriate, the late charge set forth above. Returned checks must be redeemed by cashier's check, certified check, money order or cash. All monies received by Landlord shall be applied first to non-rent items, and then to Rent. At Landlord's options, Landlord may require all Rent and other sums be paid in either cash, check, certified check or money order. Should Landlord feel compelled to initiate dispossession proceedings against Tenant then Tenant shall be obligated to pay a \$100.00 service charge to cover Agent's time and expenses in addition to all court filing fees and expenses.

**5. Partial Payment.** Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction. Nor will Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

Any modification to this lease must be made in a letter signed by the Landlord, in which the Landlord states and agrees to the modification. The Landlord may accept any partial payment any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.

**5a. Additional Rent.** Any additional sums or charges due from Resident because of a breach or violation of this Lease shall be due as additional rent. Such additional sums or charges shall include, but are not limited to, fines, utility payments, maintenance charges, and/or damages exceeding normal wear and tear to the premises or to community property when such damages are caused by Resident or Resident's family, occupants, guests, or invitees.

**6. Security Deposit.** Tenant has deposited with Landlord a Security Deposit in the amount stated above as security for the full and faithful performance and observance by Tenant of each and every term and covenant of this Lease, including, without limitation, the payment of Rent. The Security Deposit shall be deposited by Landlord and maintained in trust for the benefit of Tenant in an interest-bearing escrow account (when applicable), as set forth above. Landlord shall be entitled to all interest earned on the Security Deposit, and in no event shall Tenant be entitled to any interest on the Security Deposit. Tenant agrees that the Security Deposit is not intended to be applied to the last month's (or any month's) rental payment, but that the Security Deposit is intended to provide Landlord a reserve of money out of which repairs or clean-up can be made, if needed. The Security Deposit does not constitute liquidated damages, and does not in any way release Tenant of any liability to Landlord in excess of the Security Deposit. In the event of a sale or other conveyance of the Premises, Landlord shall be entitled to transfer the Security Deposit to the party who acquires the Premises, and from and after such transfer Landlord shall be released of any liability with respect thereto.

Tenant acknowledges receipt (upon Move-In) of a comprehensive Move-In and Move-Out Inspection Agreement (the "Inspection Report") upon which Tenant will list any existing damages to the Premises. Tenant shall either sign the Inspection Report or state specifically in writing any items listed as existing damages. No such written report shall constitute a request for repairs within the meaning of this Lease. If not received, it is the Tenant's responsibility to ask for such form and/or make a comprehensive list of all damages.

Within three (3) business days after the termination of occupancy, or within a reasonable time after such termination of occupancy if Tenant terminates occupancy without notifying Landlord, Landlord shall inspect the Premises and complete the Move-Out Inspection portion of the Inspection Report, listing any damage done to the Premises during the Lease Term which is the basis for any charge against the Security Deposit, and the estimated dollar value of such damage. **Tenant agrees to leave all utilities on until the Move-Out Inspection is completed.** Failure to leave utilities on until the inspection is completed will result in a \$75 charge against the security deposit. Tenant shall have the right to inspect the Premises within five (5) business days after the termination of occupancy in order to ascertain the accuracy of such

Inspection Report, and Landlord and Tenant shall sign the Inspection Report; provided however, if Tenant refuses to sign the Inspection Report, Tenant shall state specifically in writing the items thereon to which Tenant dissents, and tenant shall sign such statement of dissent. Tenant acknowledges that one signature on the Inspection Report is sufficient to represent all tenants. Landlord shall deduct from the Security Deposit sums sufficient to compensate Landlord for the following items prior to returning the Security Deposit or any portion thereof to Tenant: (i) any failure to comply with the move-out procedures (the "Move-Out Procedures"), (ii) any damages to the Premises in excess of normal wear and tear, (iii) any damages to the Premises due to the negligence, carelessness, accident or abuse of the Premises, and (iv) any unpaid sums due to Landlord under the terms of this Lease, including without limitation, Rent, late charges, returned or dishonored check charges, unpaid damage claims, pet fees, key replacement charges, charges for removing, packing and storing abandoned, seized or lawfully removed property, court costs, and any actual damages caused by any breach of this Lease by Tenant. The balance of the Security Deposit, if any, together with a written itemized accounting of any deductions which lists the exact reasons for such deductions, shall be mailed by first class mail to Tenant no later than one (1) month after the termination of this Lease or the surrender and acceptance of the Premises, whichever occurs later. Tenant shall notify Landlord in writing of Tenant's forwarding address in order to enable Landlord to return the statement required with respect to the Security Deposit and any appropriate return of any portion of the Security Deposit to Tenant. In the event of more than one (1) Tenant in the premises, the refund of any portion of the Security Deposit shall be calculated without regard to which Tenant paid the Security Deposit and without regard to which Tenant's conduct resulted in any deductions therefrom.

If Tenant fails to sign the move-in and move-out inspection form(s) or otherwise fails to dissent in writing to the accuracy of those forms within the time provided by law, the Tenant shall not be entitled to recover the security deposit or recover any other damages provided for under OCGA 44-7-35.

**7. Move-Out Procedures.** Prior to vacating the Premises, Tenant shall fully comply with the terms of the Move-Out Procedures set forth in the Rules and Regulations and Security Deposit Policy attached. Tenant shall otherwise leave the Premises in the same condition as when leased except for ordinary wear and tear. In the event repairs or cleaning are necessary upon inspection of the premises by Landlord, the Landlord may use all or part of the security deposit to offset such expenses. Tenant acknowledges that failure to show up for move-out inspection implies consent with final inspection report as prepared by Landlord.

**8. Pets/Waterbeds/Firearms.** Tenant shall not permit any pet or animal, even temporarily, anywhere on or in the Premises without the prior express written consent of Landlord. This means that visitors shall not bring animals to visit and Tenants shall not baby-sit the animals of friends or family members. Exceptions: some pets are allowed but permission must first be obtained from Landlord. The pets allowed include some fish, some birds, some lizards, some snakes, gerbils and hamsters. Landlord reserves the right to exercise absolute discretion in allowing such pets. Tenant takes full financial responsibility for any damages to the premises caused by any pet.

The following shall apply to a violation of this policy:

**First.** A written warning will be issued to the Tenant specifying the complaint, a \$250.00 charge shall be immediately due and payable by the Tenant, the pet shall be immediately removed from the premises, and Landlord may, in its discretion, declare the Lease to be in default.

**Second.** Upon a second violation, a \$500.00 charge will be immediately due and payable by the Tenant, the pet shall be immediately removed from the premises, and Landlord may, in its discretion, declare the Lease to be in default.

The charges above for violations of the no-pets policy constitute fees to cover the administrative costs of handling a pet violation but do not cover damages or destruction due to urine, carpet repair, etc., caused by a violation of this policy. Tenant shall remain liable for any and all damages exceeding normal wear and tear to the premises caused by the pets, and the above fees are not intended to release Tenant of such liability.

No waterbeds or firearms are permitted on the premises without prior written consent of Landlord.

**9. Utilities.** Tenant will pay all charges for utilities for Tenant's unit when and as they become due, and Tenant shall make all necessary deposits with the appropriate public utility companies supplying said services. If Tenant fails to pay these charges when due, and if Landlord shall be entitled, but not obligated, to make all or part of such payment, said amount so paid by Landlord shall become immediately due and payable as additional rent hereunder. **No utilities are provided by Landlord under this lease.** Some utilities may be provided by the Property or Association, those utilities provided are, however, subject to change at any time.

**10. Use and Occupancy.** Tenant shall not sublet the Premises, assign this Lease or change roommates except as specified in paragraph twenty two. Tenant shall physically occupy the Premises at all times during the Lease Term, and shall not abandon or vacate the Premises. The Premises shall be used for residential purposes only. In no event shall Premises be used in any of the following manners nor for any of the following purposes: (a) any illegal use in violation of any laws, codes or ordinances, (b) any manner which creates or permits a nuisance or trespass, (c) any manner which vitiates or increases the rate of insurance on the Premises, (d) any manner which produces, reproduces or transmits sounds which are audible outside the Premises, (e) any manner which emits an odor outside the Premises, or (f) any hazardous or wasteful manner. Tenant shall not make any alterations in or improvements to, or paint, wallpaper, drill holes in, install antenna or phone outlets in, or deface or otherwise alter the Premises, of any walls, fixtures, appliances or equipment owned by Landlord in the Premises or Community, or place in the Premises any items which have not been approved by Landlord. Tenants shall not remove any of Landlord's fixtures, appliances, or equipment from the Premises for any reason. Landlord shall initially furnish working light bulbs for Premise sockets; thereafter, light bulbs shall be replaced by Tenant at Tenant's expense.

**11. Patios, Decks and Balconies.** Tenant acknowledges that Barbecue Grills are prohibited. Tenant further acknowledges that decks and balconies have an eight person limit and allowing more than eight persons on deck or balcony at any one time places Tenant in default of the Lease. Patios and Decks shall not have clothes, towels, rugs, etc. hanging on or over railings. Tenant shall keep patio/deck neat and clean and shall not be used for storage of unsightly items.

**12. Common Areas.** Landlord hereby grants to Tenant a non-exclusive license to use all driveways, walkways, hallways, landscaped areas, and other common areas of the Premises (the "Common Areas"), such usage to be in common with the usage by Tenant and other tenants in the Community and their respective guests, invitees and licensees. Landlord may impose such restrictions on the use of the Common Areas as Landlord deems appropriate. Landlord shall be entitled to control the entry upon the Common Areas by Tenant's guests or agents, furniture movers, delivery men, solicitors or salesmen. Landlord shall have the unrestricted right to increase, reduce, eliminate, relocate or change the size, dimensions, design or location of the Common Areas or any other improvements in the Community from time to time in any manner whatsoever as Landlord shall deem proper. Tenant shall use all Commons Areas in a prudent, inoffensive and non-dangerous manner, and in compliance with the Community Policies. **Tenant acknowledges that parking in the Common Areas may be limited and that Tenant is not guaranteed the right to a parking space in the Common Areas as part of this lease. Tenant acknowledges that Landlord may require the use of parking stickers.** Landlord may promulgate appropriate rules and regulations to solve any parking problems which may arise.

**13. Tenant Acceptance.** Tenant has fully examined and inspected the Premises and the Community, and **Tenant has accepted same "as is" in their existing condition**, without representation or warranty, express or implied, in fact or by law. In no event shall Landlord be liable for any defect in the Premises or the Community, or any limitation on any use thereof. Tenant acknowledges the leased premises and the fixtures contained therein, shall be deemed to be operable and in good repair, clean and acceptable, unless otherwise reported, in writing, to Landlord within 48 hours of the commencement of the lease term.

**14. Security and Liability.** Landlord shall not be liable for losses or damages to Tenant's person or property arising out of or related to theft, vandalism, criminal action, fire, smoke, water, rain, hail, ice, snow, explosion, acts of God, acts of Tenants, others present with Tenant's consent or other Tenants, or any other causes other than the negligence of Landlord. Tenant shall and hereby indemnify Landlord from any liability due to loss or damage to the person or property of Tenant or others present at the Community with Tenant's consent from any cause other than Landlord's negligence. **LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE TENANT'S OWN INSURANCE TO PROTECT TENANT AGAINST ALL OF THE ABOVE OCCURRENCES.** Tenant acknowledges that Landlord has no insurance coverage on the personal possessions of Tenant whether located at the leased premises or the Common Areas. Landlord shall have no duty regarding security at the Community other than to make necessary repairs to door locks and window latches after notice from Tenant. Tenant has inspected all locks and latches and agrees same are safe and acceptable. Landlord shall have no duty to furnish security guards or additional locks or latches. Upon request by Tenant, Landlord shall change Tenant's door lock or install additional locks for a reasonable charge so long as Landlord is provided keys to said additional locks. If Landlord's employees are requested to render services not contemplated by their employment contract, such as moving vehicles or furniture, cleaning, or delivering or accepting deliveries, such employee shall be deemed the agent of Tenant regardless of whether payment is arranged for such service, and Tenant shall and does hereby release and indemnify Landlord from all liability regarding same.

If Landlord furnished an unconnected fire and security detection system for the Premises (the "System"), Tenant shall be entitled, at Tenant's sole election and expense, to activate, connect and pay for any monitoring and inspection services with respect to the System. Landlord has made no representations, covenants or warranties whatsoever with respect to the System, or any protection which may be afforded thereby, or whether System shall prevent fires or intrusions in any or all circumstances and conditions. Tenant shall pay all costs of hook-up, activation, installation, maintenance, repair, replacement, servicing, service calls, false alarms and all other liabilities and charges whatsoever with respect to the System,

and Landlord shall have no obligations or liability whatsoever with respect thereto. Nothing in this paragraph shall obligate Landlord to install a fire or security detection system.

Landlord may, at its sole option, employ Courtesy Officers who may reside at the community. Although the presence of Courtesy officers is for the benefit and convenience of Landlord and Tenant, it is expressly understood and agreed that the providing of Courtesy officers is purely discretionary on the part of the Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or otherwise protect Tenant's person or property, or the person or property of any guest, invitee, or other Tenants of the Community.

**15. Damages by Tenant.** The Premises will be under the exclusive control of Tenant, and Tenant agrees to keep residence in a clean, sightly and sanitary condition and free of all vermin and rodents. Tenant is responsible for the cost of all Pest control efforts. Tenant shall pay to Landlord upon demand the amount of any loss, property damage, or cost of repairs or service incurred by Landlord which is caused intentionally, negligently or by improper use of the Premises or the Community by Tenant, his guests or other at the Premises or Community with Tenant's consent, including damage to the plumbing, electrical, cooling and heating systems. Failure to promptly notify landlord of any maintenance issue shall result in assumption by Tenants(s) of any and all liability to repair said issue and/or additional damages caused by said issue. Tenant shall be responsible for all plumbing stoppages occurring in lines exclusively serving the premises unless such stoppage is caused by faulty design of the plumbing system or clogged lines outside the premises. Tenant shall be responsible for any damage caused by freezing water pipes, if such freezing is the result of Tenant's failure to maintain sufficient heat in the Premises. Tenant is responsible for any charge incurred when reporting a maintenance problem where none exists, i.e., if a repairman investigates a reported problem and there is nothing wrong then that service call charge shall be paid by Tenant.

**16. Repairs.** Tenant shall promptly notify Landlord of the need for any repairs to the Premises which are necessary to maintain the Premises in tenantable condition. Tenant's notification to Landlord of the need for maintenance shall constitute Landlord's notice of entry. Landlord shall, upon actual receipt by Landlord of such notification, act with reasonable diligence in making such repairs, and this Lease shall continue and the Rent shall not be abated; provided, however, that Landlord may require Tenant to pay any money due pursuant to Paragraph 15 with respect to such repairs prior to making such repairs. Landlord may temporarily interrupt utilities service to avoid damage to property or to perform maintenance requiring same. Without Landlord's prior written consent, Tenant will not make any alterations or physical change of any nature in or to the leased premises, either to the exterior or interior. Any alterations or changes which Landlord does permit shall become the property of Landlord, and shall remain on the premises at all times during and after the term hereof. Tenant has no authority to incur any debt or make any charge against the leased premises, or to create any lien against the premises for any work done or materials furnished, or to act as agent for Landlord at any time or for any purpose. Should tenant choose to change locks at any time during this lease, keys must be immediately provided to Landlord. Failure to provide keys to Landlord will inhibit Landlord's ability to maintain property and no repairs will be completed until keys are delivered to Landlord. In the case of an emergency if keys have not been delivered to Landlord, any costs associated with damages by Landlord while gaining entry to the unit will be billed to the Tenant. In the case of plumbing leaks, it is the tenant's responsibility to shut off the water at the shut off valve. This applies to toilets, water heaters, sinks, washing machines, and any other fixture that has a shut off. If the tenant is unable to access the shut off valve, it is their responsibility to contact Parker & Associates as soon as the leak is noticed. Upon actual receipt of such notification, Landlord shall act with reasonable diligence in making such repairs. Tenants are responsible for replacing batteries in smoke detectors in the unit. This Lease shall continue and the Rent shall not be abated. Parker & Associates will not be responsible for any compensation regarding excessive utility bills caused by plumbing leaks.

**17. Lead-based Paint – Dwellings Built Prior to 1978.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. For any dwelling built prior to 1978, Tenant acknowledges that Tenant has received and read the "Protect Your Family From Lead In your Home" pamphlet.

**18. Holding Over.** Tenant shall promptly vacate the premises and remove all of Tenant's goods and property and shall not remain in possession of the premises after the expiration of this Lease, whether such termination occurs by lapse of time or otherwise. If Tenant holds over and fails to move out on or before the date required under this Lease, the Rent for the holdover period shall be an amount equal to 150% of the rental rate of the last month of the Lease Term, and Tenant shall, and does hereby, indemnify Landlord for any damages or liabilities incurred due to such holdover, and at Landlord's option, Landlord may extend the Lease Term for one month by delivering written notice to Tenant or to the Premises while Tenant is still holding over. Holdover Rents shall be immediately due on a daily basis in advance. Nothing contained herein shall be construed as consent by Landlord to Tenant to hold over.

**19. Abandonment of Leased Premises.** In the event Tenant shall remove or attempt to remove any goods, furnishings, or property from the premises other than in the ordinary and usual course of continuing occupancy without first

having paid Landlord all rent, additional rent, and other charges which are due or may become due during the entire term of this Lease, the premises may, at the option of the Landlord, be considered to be abandoned, and Landlord shall have the right, without notice of any kind, to store or otherwise dispose of any property left on or about the premises after the termination of this Lease and any renewal thereof. Any property left on or about the premises shall be considered to be abandoned and the property of Landlord, and title thereto shall be exclusively presumed as having vested in Landlord by virtue of such abandonment. In disposing of said property, Landlord shall be entitled to sell same at any public or private sale, and Tenant hereby releases, holds harmless, and indemnifies Landlord from and against any and all claims to said property and against Landlord. Landlord may be a purchaser at any such sale.

**20. Default.** (a) Tenant shall be in material default under this Lease upon the occurrence of any one or more of the following events or occurrences: (i) if Landlord does not actually receive payment of the full amount of the Rent, or other payments or reimbursements due hereunder, punctually on the due date thereof, including, but not limited to reimbursement for damages, repairs and service costs, or (ii) If Tenant, or Tenant's guests, or others present at the Premises or the Community with Tenant's consent, fail to fully and punctually observe or perform any of the terms or covenants of this Lease or the Community Policies, or (iii) if Tenant is found to be a suspect, is arrested for, or is found guilty of illegal activity.

(b) Upon the occurrence of any one or more of the aforesaid events or material defaults, Landlord may, at Landlord's option, without any demand or notice whatsoever, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of the Premises during the term of this Lease, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this clause less all costs, expenses and attorneys' fees of Landlord incurred in connection with the reletting of the Premises.

(c) Upon the occurrence of any one or more of the aforesaid events or material defaults, Landlord may, at Landlord's option, without any demand or notice whatsoever, (i) pursue any such remedies as are available at law or equity; (ii) allow the Premises to remain occupied and collect Rent from Tenant as the Rent becomes due; (iii) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified was the date herein originally fixed as the termination date of the Lease Term, and all right of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or (iv) without terminating this Lease, Landlord may in Landlord's own name, but as agent for Tenant, enter into and take possession of the Premises through summary dispossession proceedings and, at Landlord's option, remove persons and property therefrom, and such property, in any way be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without Landlord being deemed guilty of trespass or forcible entry or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises as the agent of Tenant with or without advertisement, and by private negotiations, for any term and upon such terms and conditions as Landlord in Landlord's sole discretion may deem proper, and Landlord may clean and paint the Premises and make such alterations and repairs as Landlord may deem necessary or desirable in order to re-let the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises, or for any failure to collect any rent due upon such re-letting. Upon each such re-letting, all rentals received by Landlord from such re-letting shall be applied; first, to the payment of any indebtedness (other than any Rent hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including, without limitation, attorneys' fees and all costs of alterations and repairs; third to the payment of Rent and other charges then due and unpaid hereunder; and the residue, if any, shall be held by Landlord to the extent of and for application in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such re-letting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any deficiency to Landlord as liquidated damages. No such re-letting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord.

(d) Landlord's pursuit of any one or more of the remedies stated in the foregoing Subparagraphs 19 (b, c) shall not preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination.

**21. Tenant Obligations.** It is the intent of the parties hereto that all Rent shall be absolutely "net" to Landlord, and accordingly, all costs, expenses and obligations of every kind related to the Premises, the Community and this Lease which are not specifically assumed by the Landlord under this Lease shall be the responsibility of Tenant, and Tenant shall, and does hereby, release and indemnify Landlord from and against all such costs, expenses and obligations not specifically assumed by Landlord in this Lease. In the event Tenant shall default in the full and punctual keeping, observance or performance of any provision or obligation of Tenant under this Lease, Landlord without thereby waiving such default, may perform same for the account of and at the expense of Tenant (but shall have no obligation to do so), without notice by Landlord to Tenant of Landlord's intention to do so. Any expense incurred by Landlord in connection with any such

performance by Landlord for the account of Tenant shall immediately be due and payable by Tenant to Landlord as additional Rent under this Lease. Tenant shall not be entitled to terminate this Lease, nor receive any abatement, deduction, suspension or reduction of, or set-off, defense, or counterclaim against any Rent, it being the intention of the parties that the Rent and all other sums payable by Tenant under this Lease shall continue to be payable in all events unless the obligation to pay same shall be terminated by written agreement of the parties hereto. In the event of more than one Tenant, reference to "Tenant" shall refer to all Tenants collectively, and **each Tenant is jointly and severally liable under this Lease. Matters or disputes between the Tenants on this Lease must be settled between such Tenants, and Tenants shall not involve Landlord.**

**22. Assignment or Subletting.** Tenant shall not be entitled to assign or sublet the premises or any portion thereof without the express prior written consent of Landlord. In the event Landlord consents to any assignment or subletting, the Rent, additional Rent and all other payments hereunder shall be paid by said assignee(s) or subtenant(s) directly to Landlord as they accrue. All rent received from sublessees over and above the lease rental rate shall be paid to Landlord. All assignees and subtenants shall be obligated to comply with all terms and conditions of this Lease, and shall be primarily responsible to Landlord therefore. Any assignment or subletting hereunder shall not relieve Tenant of any liability or obligation including, without limitation, the payment of Rent, additional Rent, and other sums, under this Lease. And consent by Landlord to any assignment or subletting shall not constitute a novation, nor be a waiver of Landlord's right to grant consent for or refuse consent to any subsequent assignment or subletting hereunder.

**23. No Waiver.** No failure by Landlord to timely bill Tenant for any payments hereunder, or to insist upon the strict and timely performance, in any of one or more instances, of any term or covenant herein contained shall be deemed to be a waiver of such term or covenant, nor of any subsequent breach of the same or any other term or covenant herein contained. Any subsequent acceptance by Landlord of any Rent or other sum due hereunder shall not be deemed to be a waiver of any preceding breach or default by Tenant of any term or covenant of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such sum. No covenant, term or covenant of this Lease shall be deemed to have been waived by Landlord unless such waiver be specifically expressed in writing by Landlord. No partial payment or endorsement on any check or any letter accompanying such payment of Rent, nor acceptance by Landlord thereof, shall waive or prejudice Landlord's right to collect the balance of any Rent due under this Lease. After service of any notice of Termination or other notice or commencement of any suit or dispossessory or distress proceeding, Landlord may receive and collect any Rent due, and such collection or receipt shall not operate as a (a) reinstatement, continuance, renewal, or extension of the Lease Term, or (b) waiver affecting such notice, suit or proceeding. No part of any Rent paid hereunder shall be returned to Tenant regardless of whether Tenant vacates the Premises voluntarily or at the insistence of the Landlord. The delivery of keys to Landlord, or to any employee, agent, or servant of Landlord shall not constitute a termination of the Lease or surrender of the leased premises.

**24. Right of Entry.** If Tenant is present, Landlord or any serviceman designated by Landlord may enter the Premises during reasonable times for any reasonable business purpose. If Tenant is not present, Landlord or any such serviceman may enter the Premises at reasonable times for the purpose of repairs, inspection, extermination, maintenance, emergency safety or fire inspections, leaving notices, and showing the Premises to prospective Tenants or Buyers. During any emergency, Landlord or Landlord's representative may forcibly enter the Premises. Nothing contained herein shall obligate Landlord under any circumstances to enter or inspect the Premises.

**25. Community Policies.** Tenant, Tenant's guests and others present at the Community with Tenant's consent shall strictly comply in all respects with the Community Policies. Landlord may make changes to the Community Policies if in writing and posted in the Community or given to Tenant.

**26. Litigation Expenses.** If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to file dispossessory or collection proceedings, or to engage attorneys to enforce their rights hereunder, the determination of such necessity to be in Landlord's sole discretion, then Tenant shall be liable and shall reimburse Landlord for all filing fees, court costs, attorneys fees, and a fine of \$100 as a processing fee.

**27. Termination.** No termination of this Lease prior to the normal expiration thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent prior to such termination. Tenant shall not vacate the Premises or exercise any right of termination arising out of any breach by Landlord's of any provision of this Lease due to the condition or state of repair of the Premises or Community. No surrender of the Premises by Delivery of Keys or otherwise shall operate to terminate this Lease unless and until expressly accepted in writing by Landlord.

**28. Release of Tenant.** Tenant shall not be released from this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of co-Tenants, bad health, or for any other reason. If Tenant is in U.S. military, certified written orders must be presented and 30 days notice given prior to release of Tenant from this Lease.





## EXHIBIT "A"

### COMMUNITY RULES AND REGULATIONS

The following Community Rules and Regulations (hereinafter referred to as "Rules") are a binding part of your Lease Agreement with Parker & Associates. Please understand that any violation of one of these Rules constitutes a default in the Lease Agreement as provided by law. In accordance with your Lease Agreement, and security deposit there under, you will be charged for violations of these rules. Such charges are due and payable at the same time as the succeeding month's rent.

1. **MOTOR VEHICLES AND PARKING.** When entering or leaving a designated Parking area, any Vehicle shall be operated carefully and at a slow rate of speed. The usage of the designated parking area or any other space for storage of boats, trailers, trucks, large vans, buses, motor homes or any item other than vehicle is prohibited. **RECREATIONAL 4-WHEELERS ARE NOT ALLOWED ON THE PREMISES.** Tenant agrees to abide by all widely accepted parking regulations, such as no double parking, no parking in fire lanes, no obstructing traffic flow, no parking in prohibited areas, no parking on landscaped areas, no blocking trash receptacles or otherwise violate parking provisions in force from time to time. Tenant shall not allow any Vehicle to be parked in the Community in an area other than in a designated parking area, or any non-operative Vehicle to be placed in the designated parking space or elsewhere in the community. In the event of non-compliance, the Vehicle shall be towed by the Landlord at the expense of the Tenant. All parking shall be entirely at Tenant's risk. Tenant agrees to abide by the Parking Regulations established by Landlord.

- In the event parking decals shall be required, Tenant agrees to display such decal as instructed. Tenant agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Tenant's vehicle and the vehicles of Tenant's guests may be subject to being towed at Tenant's expense.
- Performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord's sole discretion.
- Due to the chemicals in the city water and the continued problem of Tenant(s)/Guest(s) breaking sprinkler heads in landscaped areas, Landlord will not be held liable for streaking or sun spots caused by water hitting Tenant(s)/Guest(s) vehicle.

2. **UTILITIES.** No utilities are provided by Landlord. Utilities must remain on during the term of your lease.

3. **DECORATING.** Tenant may hang pictures or mirrors on the walls of the Apartment utilizing bulldog picture hangers only. NO GLUE, TAPE, ADHESIVE PUTTY OR STICK-ON TYPE HANGERS, NAILS, SCREWS OR OTHER DEVICES SHALL BE USED WHATSOEVER. Excessive hanging of pictures, posters, mirrors or other items of similar nature will be treated as damage by Tenant. DO NOT HANG ANYTHING ON THE DOORS. Waterbeds are not allowed in the Apartment without the express written consent of the Landlord and only on the ground level.

4. **WINDOW TREATMENTS.** If Landlord provides blinds on windows, then such blinds will not be removed or taken down. If Tenant installs any curtain rod brackets, curtains, drapes over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors or damage to any part of the premises caused by leaving windows and/or doors open during inclement weather will be the responsibility of the Tenant. Use of foil and other similar unsightly materials, including but not limited to, neon or flashing signs, advertising, etc., over windows is strictly prohibited. Windows and doors shall not be obstructed.

5. **TRASH AND GARBAGE.** All trash and garbage shall be placed into dumpsters in locations designated by Landlord. Tenant shall not place any trash on top of or beside the dumpster. Landlord reserves the right to impose reasonable fines for the violation of this provision as well as for littering by Tenants (including, not limited to, cigarette butts, beverage bottles/cans in Common areas). No rubbish, garbage or debris or any kind shall be dumped, placed or permitted to accumulate upon any portion of the Apartment or Community so as to render any portion unsanitary, unsightly, offensive or detrimental to other residents. Should Tenant fail to keep the yard of the Apartment free from trash and garbage, Tenant will be fined a **\$25.00 fee per occurrence (daily)**. This fee will also be charged if Tenant (a) leaves trash or garbage by the front, (b) does not clean the Premises (including the parking lot) by 12:00 noon the day after a party or (c) does not clean Tenant's litter in and around the pool areas. **CIGARETTE BUTTS DISCARDED IN LANDSCAPED AREAS ARE A FIRE HAZARD.**

6. **KEYS.** Each Tenant will be given a door key to the apartment. One (1) mailbox key will be issued per unit. Landlord shall be entitled to retain a key to the Apartment and mailbox for emergency usage or as otherwise permitted by this Lease. Landlord shall not be responsible for replacing lost or misplaced door or mailbox keys. Tenant(s) shall not re-key any locks or install or replace any locks on or in the Apartment or mailbox. Tenant must have Landlord's prior written consent to change the bedroom doorknob/lock and must give Landlord a copy of the key (at Tenant's expense) for inspections or maintenance calls. If written consent is not granted by Landlord and/or a copy of the key is not turned in, Landlord reserves the right to

change the locks back to the original knob/lock at Tenant's expense.

7. **GUESTS.** The Lessor acknowledges the right of Lessee to entertain friends and to have parties and guests, but requires that perfect order and tranquility prevail. Lessee, members of Lessee's family, and Lessee's guests shall at all times maintain order in the apartment and at all places on the premises, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other Lessees. Parking is not guaranteed for guests.

8. **APPLIANCES, PLUMBING AND FIXTURES.** The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Tenant, shall be by Tenant.

- **PLUMBING.** Tenant shall not place any paper towels, sanitary napkins, tampons or Q-tips in any toilet. Tenant shall not use any toilets, drains or other plumbing apparatus for any purposes other than those for which same were designed, and Tenant shall not permit any dirt, sweepings, rubbish, rags, ashes or other substance to be placed therein.
- **CARPET.** Use caution with the following substances as they will bleach/stain your carpet; fingernail polish remover, acne medicine, bleach, plant food, Kool-Aid, wine and grape juice.
- **COUNTER TOPS.** Tenants shall not use counter top as a cutting board.

9. **AIR CONDITIONING FILTERS.** Tenant shall cause the return air filters to be changed on a monthly basis to insure proper operation of the heating and cooling units.

10. **STORAGE.** Storage of any flammable or explosive items is strictly prohibited on or about the premises or apartment complex.

11. **COMMON AREAS.** Tenant shall respect the privacy of all other tenants in the Community, and no televisions, stereos, radios, or noisy parties or other uses, which emit noise, which is audible outside the Apartment is permitted. No band instruments shall be played in the Apartment or in the Community. No music lessons, either vocal or instrumental shall be permitted on the Premises. Accordingly, no obnoxious, boisterous or offensive activity shall be carried on in any Apartment or upon the Community. Each Tenant, his family and guests shall refrain from any act or use of the Apartment or Community which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident of the Community. No motor vehicle of any type or description and no bicycle shall be permitted upon the Community except upon impervious surfaces such as concrete or asphalt, which were intended for such purposes.

12. **AMENITIES.** Use of the pools shall be governed by the Rules and Regulations posted in the pool areas and shall be at the risk of Tenant and Tenant's family and guests. No guest shall be permitted at the pool, clubhouse or recreation facilities except in the accompaniment of a Tenant. Tenant does hereby indemnify Landlord and agent, and hold Landlord and Agent harmless against all claims for personal injury sustained by Tenant and Tenant's family and guest in their use and enjoyment of the pool or other provided facilities.

**GLASS CONTAINERS AND PETS ARE NOT ALLOWED AT OR AROUND THE POOL AREAS. THERE WILL BE A FINE FOR THOSE TENANTS FOUND TO HAVE GLASS AND/OR A PET AROUND THE POOL.**

13. **NUISANCE.** Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Apartment, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Community or the guests and invitees or any others lawfully in or around the Community. Upon notice by Landlord or other owners or occupants to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

Landlord reserves the right at any time to make changes to these Rules as Landlord shall in its judgment determine to be necessary for the safety, care and cleanliness of the premises and for the preservation of good order, comfort and benefit of tenants in general and for the efficient operation of the Apartment Community.

**I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE. I UNDERSTAND THAT THESE RULES AND REGULATIONS ARE A PART OF MY LEASE AGREEMENT.**

Tenant Signature: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

SECURITY ADDENDUM TO LEASE AGREEMENT

Parker & Associates, as agent for Landlord (including the Landlord or owner and owner's property manager) does not promise warrant, or guarantee the safety or security of resident or his (her) personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect himself or herself and to maintain appropriate insurance to protect his or her belongings. Residents should contact an Insurance Agent to arrange appropriate fire and theft insurance for their personal property.

No security system, courtesy patrol or electronic security device can guarantee complete protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, residents should always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices, or walk-through services are employed at this residence, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, Management does not warrant that any security, security devices, or services employed at this community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time, and Resident agrees that such action shall not be breach of any obligation or warranty on the part of Management. Resident is responsible for any/all monitoring fees.

If controlled access gates or intrusion alarms are provided, Resident will be furnished written operational instructions. It is the Resident's responsibility to read this and to bring any questions to the attention of Management. Further, Resident agrees to promptly notify Management in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms, and any other security-related device. Resident agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges.

ACKNOWLEDGMENT BY RESIDENT

I have read, understood and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to any security or any security system on the property, or guaranteed or that the apartment community was or will be free from crime. I further acknowledge that Management is not obligated under any circumstances to respond to any signal from any intrusion alarm system. The responsibility for protecting me, my property, my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.

I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that Management shall not be liable to me based upon any claim that security was not provided. Resident acknowledges that the foregoing shall also be binding upon Resident's heirs, successors, and assigns.

This document contains the entire agreement with respect to its subject matter. Management representatives have no authority to make changes or modifications in the terms of this document, except when in writing and signed. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Resident

(Signature of each resident required)

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

Lease Addendum  
**SECURITY DEPOSIT POLICY**

We have found that poor communications cause misunderstandings concerning security deposits. This brief outline is to explain how management will handle security deposits. Refund of the security deposit is subject to the following provisions:

1. Full term of the lease has expired with no damage to property beyond normal wear and tear.
2. Entire unit including range, refrigerator, bathrooms, closets, and cupboards are clean.
  - a. Range and hood should be clean. The top of the stove, rings, drip pans and under the burners must be cleaned. The oven must be cleaned.
  - b. The refrigerator must be defrosted, all food must be removed, and the inside must be wiped clean. To avoid damages to the refrigerator, leave refrigerator plugged in and on lowest setting.
  - c. Kitchen cabinets and counters must be free of debris and clean. Cabinets must be emptied and all shelf paper removed. Sinks must be scoured.
  - d. Bathroom cabinets and closets must be emptied and cleaned. Tile, bathtub/shower stall must be cleaned and free of any soap scum, stickers and the adhesive removed. Commode must be cleaned inside and out. Sink must be scoured. Walls, baseboards, and tile free of dirt.

**Units are not automatically cleaned between tenants. Any untidiness or excessive dirtiness that requires additional attention or cleaning prior to new tenant's occupancy will be charged against the security deposit.**
3. No holes, scratches, rubs, or marks on walls, other than those made by approved picture hangers. All nails must be removed. Holes made by approved picture hangers do not have to be spackled. If nail holes are spackled, they must be spackled with correct material, sanded and painted in a professional manner. If Tenant has changed paint color on any surface, paint must be returned to original color in a professional manner. **Units are not automatically painted between tenants. Any paint damage that requires painting prior to new tenant's occupancy will be charged against security deposit.**
4. Ceiling fans, light fixtures and globes must be cleaned. Burned out light bulbs must be replaced.
5. No burns, holes, or stains on carpets or other floor surfaces.
  - a. All items must be removed from unit.
  - b. **A carpet cleaning fee shall be charged to all units. The fee shall be \$30.00 plus \$15.00 per bedroom and \$15.00 per set of stairs. Additional carpet fees may be charged for stains and excessive wear and tear, the amount of which shall be determined at the time of the move-out inspection.**
  - c. Vinyl, wood, and tile floors must be swept and mopped. Carpets must be vacuumed. Other floors must be free of debris and stains.
6. Balcony/Patio must be free of all debris and swept.
7. All keys must be returned to the Rental Office at, or before, move-out. Do not leave keys in the unit.
8. All windows and doors must be closed and locked, screens in place and mini blinds cleaned.
9. All utilities should be taken out of your name as of your move out inspection date.
10. No unpaid late charges of delinquent rents, tenant charges or fines.
11. Forwarding address left with Rental Office and Post Office.

**If any or all of the above listed conditions are not met, a portion or all of the security deposit may be forfeited. Security deposits are returned by check mailed to the forwarding address you provide the Rental Office upon your departure. You may not pick-up from the Rental Office nor may the security deposit be applied to the last month's rent.**

Resident's Initials: \_\_\_\_\_

