



MARKET SOUTH
MANAGEMENT
RESIDENTIAL · COMMERCIAL · ASSOCIATIONS

Market South Management

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1901 Bull Street
Savannah, GA 31401
912-238-0875
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LEASE FOR RESIDENTIAL PROPERTY

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and Agreement" are used interchangeably) is entered into this ____ day of _____, _____ between **Market South Management**, (agent of "Owner/Landlord," hereinafter "Management") and _____, (hereinafter "Tenant"). Management leases to Tenant, and Tenant leases from Management, the residential dwelling (hereinafter "Premises") with the following address: _____ - _____ GA _____ (PIN _____). Property is more particularly described as Lot _____, Block _____, Unit _____, Phase/Section _____ or _____ Ward or _____ Subdivision, _____ County, Georgia, together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property." The full legal description of the Property is the same as recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this Agreement by reference. 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 rules and regulations regarding the same.

1. **TERM:** The initial term of this Lease shall begin on _____, _____ ("Commencement Date") and shall end on (and include) the last day of _____, _____.
 - A. **Renewal Terms:** Either party may terminate this Lease at the end of a term by giving the other party **Thirty (30) days** notice prior to the end of the term, or the parties to the lease may, by mutual agreement, elect to extend the lease for an additional 12-month term. If neither party gives notice of termination, nor agreement is made to mutually extend, the Lease will automatically be extended on a month-to-month basis with a rent increase of 5% of the current rental rate rounded up to the nearest \$5.00 (effective the first month after termination of the Lease), and the new rent amount shall be known as the Current Rent. All other terms of the existing Lease remains the same. Thereafter, Tenant may terminate this Lease upon Thirty (30) days notice to Management and Management may terminate this Lease upon Sixty (60) days notice to Tenant.
 - B. **Lease Renewal Fee:** Tenant agrees to pay a **\$50.00 Renewal Fee** if the Lease is extended for a 12-month period, or **\$75.00 for a shorter-term renewal**, i.e. any renewal or extension for less than 12 months or conversion to month-to-month.
 - C. **Notice to terminate** will **always** be effective on the last day of the month and **must** be given on or before the first day of the month in which termination is requested. If notice is received after the first day of the month, then the effective date will be the last day of the following month. For example – if notice is received by Mopper-Stapen Management on June 6, then the effective date of the termination will be July 31.

2. **POSSESSION:** If Management 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 **seven (7)** days of the Commencement Date, Tenant may, by giving notice to Management, terminate this Lease in which event Management shall promptly refund all deposits to Tenant. Neither Management nor Owner 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 _____ **Dollars (\$ _____)** per month on the first day of each month during the Lease Term. Payment shall be made payable to Mopper-Stapen Management and mailed or delivered to 1901 Bull Street, Savannah, GA (or such other place as may be designated from time to time by Management in writing). **NO CASH WILL BE ACCEPTED FOR THE PAYMENT OF RENT. Partial payment will not be accepted without the prior approval of the Broker. Roommates may not pay with separate personal checks, but must combine each roommate's share of the rent into one payment. Roommates may pay with separate money orders or certified funds only if they are presented simultaneously. (Roommates – please refer to Paragraph 26-B).** If the Commencement Date begins on the 2nd day through the 19th day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Premises. If the initial term begins on the 20th day through the last day of the month, prorated rent for current month shall be paid together with the first full month's rent at the time of leasing Premises. Mailing the rent payment shall not constitute payment. Rent must be actually received by Management to be considered paid.

4. **LATE PAYMENTS and SERVICE CHARGE FOR RETURNED CHECKS:**
 - A. Rent not paid in full by **5:30 P.M.** on the 5th day of the month, either by mail, on-line payment, or delivered to the office, (regardless of weekends and holidays) in which it is due **shall be late.** Management may, but shall have no obligation to accept any rent not received by the 5th of the month. If late payment is made and Management accepts

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the same, the payment **must be in the form of cashier's check, certified check, or money order** (NO personal checks accepted if rent is late) and must include an additional rent amount (late fee) of **10%** of the monthly rent due.

- B. If any check presented by Tenant is returned unpaid for any reason, a service charge of **\$30.00** per check or **5%** of each check, **whichever is greater**, must be paid. In the event rent is late as a result of Tenant issuing a returned check, both the late fee and the returned check fee will be charged to Tenant. Reimbursement for the returned check must be in **the form of cashier's check, certified check, or money order**. Management reserves the right to refuse to accept personal checks after one or more of Tenant's checks have been returned by the bank unpaid.
- C. 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 unpaid from the bank for any reason, administration fees, costs and fees associated with a dispossessory action, maintenance charge-backs and any other fees due Management under this Lease, then rent.

5. **DISPOSSESSORY FEE:** Notwithstanding anything to the contrary contained herein, if Tenant owes any outstanding, additional rent and other fees and charges as of the 6th day of the month, management may file a dispossessory action in County. In the event that a dispossessory action is filed against the Tenant, a fee that is equal to the amount of the filing fees, court costs, attorney fees, plus an **administrative fee of \$125.00** per dispossessory action will be assessed against the tenant.

6. **SECURITY DEPOSIT:**

- A. **Amount of Security Deposit:** Tenant shall pay to Mopper-Stapen Management a Security Deposit in the amount of Dollars (\$). Security Deposit **MUST BE IN THE FORM OF A CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER**. Security Deposit is in no way to be construed by Tenant as payment of last month's rent.
- B. **Deposit of Security Deposit:** The Security Deposit shall be deposited within 5 banking days of receiving the same in an interest bearing escrow/trust account at SunTrust Bank under Account # xxxxxxxx9318. All interest earned on the above-referenced account shall belong to Management. Neither the Owner nor Management shall be liable for any damages of Tenant resulting from the failure or bankruptcy of any financial institution into which the Security Deposit is placed. Management shall have the right to switch the bank and/or account in which the Security Deposit is held upon notice to Owner and Tenant, provided that the type of account remains the same.
- C. **Security Deposit Check Not Honored:** In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, Management shall promptly notify all parties to this agreement the same. Tenant shall have three (3) banking days after notice to deliver good funds to Management. In the event Tenant does not timely deliver good funds, Management shall have the right to terminate this Lease upon notice to Tenant.
- D. **Return of Security Deposit:** The balance of the Security Deposit shall be returned to Tenant by Management within 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 30 day written notice to vacate; (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 keys, keys to recreational or storage facilities, access cards, garage openers, if any, have been returned to Management.
- E. **Deductions from Security Deposit:** Management 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 of Tenant, Tenant's household or their invitees, licensees and guests; (2) unpaid rent, utility charges, pet fees, or any other unpaid fees and charges referenced herein; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; and/or (5) a fee of **\$50 per door** for keys not returned to Management.
- F. **Move Out Statement:** Management 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 Management, Management 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.
- G. **Delivery of Move-Out Statement:** Management shall deliver the Move-Out Statement, along with the 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 Management undelivered and Management is unable to locate Tenant after a reasonable effort, the payment shall become the property of Owner and Management 90 days after the date the payment was mailed.
- H. **Dispute over Security Deposit:** In fulfilling its obligations hereunder, Management shall reasonably interpret the Lease to ensure that the Security Deposit is properly disbursed. Notwithstanding the above, if there is a bona fide dispute over the Security Deposit, Mopper-Stapen Management 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.

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Management shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleaded lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Mopper-Stapen Management from the non-prevailing party. All parties hereby agree to indemnify and hold Mopper-Stapen Management harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Mopper-Stapen Management of its duties hereunder. All parties further covenant and agree not to sue Mopper-Stapen Management for damages relating to any decision of Mopper-Stapen Management 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.

I. **Management's Agreement with Owner is Terminated:** In the event Management's Agreement is terminated with the Owner during the term of this Lease, Tenant hereby releases Market South Management of and from any liability under this Lease, provided Market South Management has notified the Tenant of the termination. The Security Deposit will be transferred to the Owner's licensed agent.

7. **UTILITIES:** Tenant acknowledges that all utilities and/or services are to be paid for by Tenant with exception of: _____. Tenant must connect or transfer utilities not provided by Owner or Management into the name of Tenant within **One (1) banking day** of the commencement of Lease. At any time thereafter, Management may, **without notice to Tenant**, disconnect any utilities serving Premises which are in the name of Management or Owner and are not provided by Management or Owner under this Lease. Management may, at Management's option, pay utilities and be reimbursed by Tenant as additional rent plus an **administrative charge of \$35.00 per bill** received from utility company.

8. **MOVE-IN INSPECTION:** Prior to Tenant tendering a Security Deposit, Management 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 will be given the right to inspect the Property, to ascertain the accuracy of the Form. Both Management and Tenant shall sign the Form. 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 same. If Tenant does not note any damage in writing prior to taking occupancy or at the time of the move-in inspection, then Tenant accepts the property "as is", with existing damage. If less than all the Tenants appear at the move-in inspection, all Tenants herewith represent to Management that any Tenant who appears is authorized to act for and on behalf of all Tenants in conducting the inspection.

9. **TENANT'S AND MANAGEMENT'S RESPONSIBILITIES:** Tenant acknowledges that Tenant has inspected Premises and that it is fit for residential occupancy. Tenant shall promptly notify Management of any dangerous condition or need for maintenance existing in Premises or on Property. Upon receipt of notice from Tenant, Management 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 untenantable; and (2) to the extent required by state law, such other defects which, if not corrected, will leave Premises or Property in a state of disrepair. Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary and clean condition, free of trash and debris. Tenant shall make or cause to be made all minor maintenance items inherent in the occupation of any property such as: changing light bulbs, changing batteries in smoke detectors, resetting circuit breakers and ground fault interceptor (GFI) switches, relighting pilot lights (unless there is a malfunction in the system causing the pilot light to extinguish), replacing flapper valves in toilets, and resetting garbage disposals, etc. Tenant agrees to pay for any service call if assistance is required with minor maintenance items. Any expenses incurred by Management to remedy any violations of this provision shall be reimbursed to Management by tenant within 30 days of the receipt of an invoice from Management. If tenant fails to timely pay said invoice, Tenant shall be in default of this Agreement. Tenant agrees to perform **routine maintenance** on the Premises/Property as follows:

- A. **Air Conditioning/Heating:** Air filter(s) must be changed every 30-45 days as needed. In the event Management or Management's contractor discovers excessively dirty air filter(s), then Tenant agrees to pay the cost to have the HVAC unit professionally cleaned and serviced by a contractor approved by Management.
- B. **Washer and/or Dryer:** If provided with the Property, it is for the convenience of Tenant and Management/Owner may not choose to repair or replace in which case maintenance/replacement is the responsibility of the Tenant if. If tenant chooses to replace, then the appliance replacement belongs to the Tenant.
- C. **Windows/Doors:** Window treatments, including mini-blinds and vertical blinds, are the responsibility of the Tenant to maintain, repair or replace. All blinds installed by Tenant must be white or off-white. All curtains and drapes must be lined in white or off-white. Tenant agrees to replace/repair all damaged/broken or missing door and window panes and/or screens during their tenancy.
- D. **Plumbing:** Tenant shall be responsible for and shall pay for repairs of stopped up drains where such stoppage is caused by the introduction of foreign objects not intended for sewage disposal. Resident shall not use toilets, drains, garbage disposals or other plumbing apparatus for any other purpose than those for which they were intended.
- E. **Missed Appointments:** From time to time it will be necessary for Management, Owner or other authorized parties including, but not limited to, maintenance contractors, appraisers, and real estate agents to gain access to the property for the purpose of inspecting the property, performing repairs, or showing the property to prospective purchasers or tenants. If Tenant fails to keep a pre-arranged, mutually agreed to appointment allowing access to the Property, then Tenant agrees to pay **\$50.00** per event as liquidated damages to management and such amount shall become due as additional rent under this agreement.
- F. **Lawn and exterior Maintenance:** [The sections not marked shall not be a part of this lease]

Resident Initial _____ Resident Initial _____ Resident Initial _____ Resident Initial _____

1. 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 2 weeks in growing season and fall leaf season) and shall keep Property, including yard, lot, grounds, Premises, walkways and driveway, patios and decks clean and free of rubbish, trash and debris. Tenant will be held responsible for any damage caused by lack of water (unless water restrictions are imposed), abuse, or neglect to the lawn and/or any plants in the yard.
 2. Partial maintenance by Tenant - Tenant shall maintain the following: _____
 3. Management or Management's designated agent shall provide all yard/exterior maintenance.
- G. Pest Control:** Management/Owner will be responsible for termite and rodent control. **MANAGEMENT** OR **TENANT** shall provide pest control services to the premises including, but not limited to insects, ants, roaches, and spiders
- H. Smoke Detector(s):** Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair. Tenant shall be solely responsible to check the smoke detector every 30 days and notify Management immediately if the smoke detector is not functioning properly. Tenant agrees to replace the batteries at their expense promptly as needed during their tenancy.
- I. 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 the Premises in the "on" position and set to a minimum of 60°F; and (b) leave the faucets dripping. Tenant further agrees to pay for repair and any damages, which result from any negligence on Tenant's part from broken water pipes due to below freezing temperatures.
- J. 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 Management 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.**
- K. Access Codes:** Tenant agrees to provide Management all access codes for all entrance gates and security systems located on the property.
- L. Conditions upon Vacating Property:** Upon termination or expiration of this Lease, Tenant shall deliver the Premises to Management in good order and repair and in clean and sanitary condition. This includes, but not limited to: (1) Removal of all personal items and trash from the home and yard; (2) **Professionally cleaning** and deodorizing carpet with paid receipt presented to Management at the move-out inspection; (3) Sweeping, mopping, cleaning all baseboards and removing all marks from non-carpeted floors; (4) Cleaning all appliances thoroughly; (5) Cleaning and disinfecting kitchen and bathrooms, wiping out all cabinets, toilets bathtubs & sinks; (6) Cleaning all windows, window sills and blinds (making sure blinds are not damaged and are in good working order) and repair/reattach/replace damaged screens; (7) Cleaning all ceiling fan blades and globes; (8) Mowing, trimming, edging and raking the yard; (9) Replacing/cleaning air filters; (10) Replacing all burned-out light bulbs; (11) If you had pets, the home must be **professionally treated for fleas** with paid receipt given to Management at the move-out inspection. Pet odors must be eliminated to the satisfaction of Management; (12) Returning all keys and remote openers to Management; (13) **Power must be left on through the date of move-out inspection.**
- M. Request for Maintenance:** All requests for routine maintenance should be made in writing using the Maintenance Request Form provided at lease signing, or by completing the maintenance request form on our web site www.msmsavannah.com (non-emergency only) Emergency requests should be made by phone or in person. After hours emergency requests should be made by calling 238-0875 and follow prompts for an emergency. Any plumbing leak of a serious nature, frozen water lines, no heat in **extreme** cold temperature, and electrical hazards should be considered as emergencies. **Air conditioning is not considered an emergency.** If the service request is the result of Tenant abuse or negligence, Tenant will be billed for the repair. Management has sole discretion as to what charges will be billed to Tenant.

10. EARLY TERMINATION:

- A. Right to Terminate Early:** Provided Tenant is not in default hereunder at the time of giving notice, Tenant has strictly complied with all the 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 original or renewal term by:
1. Giving Management no less than **Thirty (30) days notice** as per notice section (paragraph 23-H) on or before the day the rent is due as shown in Rent paragraph above; plus
 2. Paying all monies due through the date of termination plus the total amount of any and all deposits; plus
 3. Paying an amount equal to **one (1) month's rent OR twenty-five percent (25%) of the remaining lease payments**, whichever is greater; plus
 4. Return Premises in clean and ready-to-rent condition (as per paragraph 9-L.); plus
 5. Paying an administration fee of \$300.00
 6. Any notice of early termination must be signed by all Tenants. Tenant's election of early termination shall not relieve Tenant of responsibilities and obligations regarding damage to Premises or Property. Tenant may not apply the security deposit toward the payment of any of tenant's financial obligations set forth in this Early Termination by Tenant Paragraph.

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- B. 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 Management the official orders activating Tenant; then and in that event, this Lease shall be controlled by the Service members' Civil Relief Act of 2003 as amended in 50 U.S.C.A. § 50-534.
- C. 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. If Tenant is active military and presents to Management a copy of official orders of transfer to another military location, then and in that event, items 10.A.III and 10.A.V shall not apply.
- D. 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 Management a per diem occupancy fee of 1/30th of the monthly rent plus 25% rounded up to the nearest \$10.00 for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the occupancy fee by Management shall in no way limit Management's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.
- E. Early Termination by Management/ Owner:** Tenant agrees that Owner/Management may terminate the lease prior to the lease expiration date (or any renewal term thereof) and Tenant agrees to vacate the property provided (1) management gives Tenant sixty (60) days written notice to vacate (Tenant still owes rent through the sixty (60) day notice period). (2) Management/Owner pays to Tenant an amount equal to one (1) month's rent as compensation for disturbing Tenant quiet enjoyment of the property and for the inconvenience of moving early. This credit will be applied to the Tenant account at the time the Tenant vacates the property and will 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.

11. LEAD-BASED PAINT: This property WAS OR WAS NOT built before January 1, 1978. Every Tenant occupying a residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The owner of any interest in residential real property is required to provide the Tenant with any information on lead-based paint hazards from risk assessments or inspections in the owner's possession and notify the Tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to occupancy. Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling.

A. Owner/Management Disclosure:

- _____ 1. Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing: Explain below: _____
 - Owner/Management has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
- _____ 2. Records and Reports available to the Owner/Management (check one below)
 - Owner/Management has provided the Tenant with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document(s) below): _____
 - Owner/Management has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

B. Tenant's Acknowledgement

- _____ 1. Tenant has received copies of all information listed above.
- _____ 2. Tenant has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family From Lead in Your Home."
- _____ 3. Tenant has waived the opportunity to conduct a risk assessment of inspection for the presence of lead-based paint or lead-based paint hazards

C. _____ Broker's Acknowledgement: Broker has informed the Owner of the Owner's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

12. NOTICE OF PROPENSITY OF FLOODING: Management hereby notifies Tenant as follows: Some portion or all of the living space or attachment thereto on Premises has OR 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

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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.

13. SUBLET AND ASSIGNMENT: Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Management. 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 Owner to Tenant herein.

14. USE: Premises shall be used for residential purposes only and shall be occupied by following adults: _____; minors: _____. **Management must be notified in writing prior to any changes in occupancy.** 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 Management/Owner will be the responsibility of the tenant.

15. NUISANCES AND UNLAWFUL ACTIVITIES: In consideration of the execution or renewal of a Lease of the Premises Management, Owner, and Tenant agree as follows: Tenant, any members of the Tenant's household, or a guest, or other person under the Tenant's control shall not engage in criminal activity, on or off the premises. For the purpose of this paragraph, "criminal activity" includes any Felony or Misdemeanors, as prescribed under the laws of the State of Georgia, or the United States (see O.C.G.A. Section 16-1-3), as outlined, but not limited to, the following: Stalking; Possession, Use, Sell, of any amount of Marijuana; Possession, Use, Sell, or Manufacture of any illegal drug and/or Substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C, 302] or in O.C.G.A. Title 16, Chapter13); any crime considered to be of a Sexual Nature (see O.C.G.A. Title 16, Chapter 6); Parties to a Crime (see O.C.G.A. 16-2-20); Criminal Attempt, Conspiracy, and/or Solicitation (see O.C.G.A. Title 16, Chapter 4); Crime(s) against person (See O.C.G.A. Title 16, Chapter 5); Damage to and/or Intrusion upon Property (See O.C.G.A. Title 16, Chapter 7); Offenses Involving Theft (See O.C.G.A. Title 16, Chapter 8); forgery and/or Fraudulent Practices (See O.C.G.A., Title 16, Chapter 9); Offenses Against Public Order and Safety (See O.C.G.A. Title 16, Chapter 11); Offenses against Public Health and Morals (See O.C.G.A. Title 16, Chapter 12); and Activity (See O.C.G.A. Title 16, chapter 15).

- A. Tenant, any member of the Tenant's household, or guest, or other person under the Tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off said premises.
- B. Tenant or any member of Tenant's household will not permit the dwelling to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- C. Tenant, or any member of Tenant's household, will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on off said property.
- D. Tenant, any member of Tenant's household, a guest, or other person under the Tenant's control shall not engage in acts of violence, or threat of violence, including, but not limited to, the unlawful display or discharge of firearms, on or near the dwelling premises.
- E. Tenant, any member of the Tenant's household, a guest, or other person under the Tenant's control, shall not engage in criminal gang activity, as defined in O.C.G.A. Section 16-15-1 ET.Seq.
- F. **VIOLATION OF ANY OF THE ABOVE PROVISIONS IS A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE, AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.** A single violation of any of the provisions of this paragraph shall be deemed a serious violation and is a material and irreparable breach of the Lease. It is understood and agreed that a SINGLE violation shall be good cause for immediate termination of the Lease. Unless otherwise provided by law, proof of the violation **SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be by a preponderance of the evidence.
- G. In case of a conflict between the provisions of this paragraph and any other provision of the Lease, the provisions of the paragraph shall govern

16. 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 to obtain renter's insurance** that provides comprehensive property insurance for Tenant's property that insures against 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, overflow of water or sewage, or food spoilage in the event of a refrigerator/freezer malfunction. Management/Owner shall not be liable for any injury or damage caused by such occurrences, and Tenant agrees to look solely to their insurance carrier for reimbursement of losses for such events. **Hurricanes are a real threat in Coastal Georgia** and Management nor Owner accepts any responsibility for preparing Property for an impending hurricane and will in no way be responsible for any loss to Tenant as a result of a Hurricane or any other act of nature.

17. RIGHT OF ACCESS, SIGNAGE: Upon 24 hours advance notice to Tenant, Management/Owner shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. to access Premises or Property to inspect, repair, and maintain the same and/or to show the property to prospective buyers. In the case of emergency, Management 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, and during any period when Premises is being leased month to month, Management may place a "for rent" or "for sale"

Resident Initial _____ Resident Initial _____ Resident Initial _____ Resident Initial _____

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 Management and Broker who may show Premises to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Management/Owner harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Management the sum of **\$50.00**, as liquidated damages; it being acknowledged that Management shall be damaged by the denial of access, that Management's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Management's damages rather than a penalty.

18. RULES AND REGULATIONS:

- A. Tenant is prohibited from adding, changing or in any way altering the locks installed on the doors of Premises without prior written permission of Management. If locks are altered or Tenant loses keys or all keys are not returned when Tenant vacates Premises, Management may charge a re-key charge of **\$50.00 per door**.
- B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Management at the expense of Tenant for storage or for public or private sale, at Management's option, and Tenant shall have no right or recourse against Management or Owner thereafter.
- C. 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.
- D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Premises.
- E. Fireplace(s) may not be used under any circumstances without prior written consent of Management. Tenant(s) assumes all liability in the use of the fireplace.
- F. 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.
- G. No waterbeds are allowed in Premises without written consent of Management.
- H. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Management, unless they are provided by Owner/Management.
- I. No window treatments currently existing on any windows shall be removed or replaced without the prior written consent of Management. All Tenant-installed window treatments must appear white to the outside and must be in place within 10 days of occupancy. Sheets, blankets, cardboard boxes, aluminum foil, etc. are not to be hung in place of curtains or blinds. Management reserves the right to determine the acceptability of all window treatments.
- J. Tenant shall comply with all posted Rules and Regulations governing the use of any recreational facilities, if any, located on Property.
- K. 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. **Tenant agrees not to park vehicles on the lawn under any circumstances.**
- L. Tenant agrees to remove trash container from the street on non-trash pickup days and follow all city/county ordinances or HOA rules and regulations regarding same.
- M. Tenant shall not skateboard, skate, rollerblade or bicycle on Property without wearing proper safety equipment.
- N. 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 Management. Management 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.
- O. 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 Management as additional rent the total cost of reconnecting the utilities plus an administrative fee of **\$50.00**.
- P. Resident shall not hang washing, clothing, linens, or bedcovers from any window, porch, and rail or in any yard space.
- Q. Tenant shall be prohibited from improving, altering or modifying the Property during the term of this Agreement without the prior written approval of Management, including but not limited to painting, wallpaper, installing satellite dish, security system, changing landscape, etc. Any improvements, alterations or modifications approved by Management shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value of the same. Any improvements, alterations or modifications of the Property made by Tenant with the approval of Management shall be deemed to be damage done to the Property by Tenant.
- R. If Tenant locks himself out of his premises during normal business hours, a key may be checked out by coming into the office. If the lockout occurs after normal business hours, there will be a charge of **\$50.00** to unlock the door. Tenant must present a valid picture ID.
- S. We welcome your guests to Savannah and hope they have a pleasant visit. We request that they limit their visit to no more than 14 days per visit unless prior approval from Management has been obtained. You are responsible for the conduct of your guests while they are on the Premises.
- T. **Homeowner/Condo Associations:** Property may be located in a community that may maintain amenities such as a clubhouse, golf, tennis, pool, or similar amenities. With respect to such Homeowner's Association (HOA) and/or amenities, Management makes no representations as to: (1) whether any association exists; (2) whether the Owner is a member and is current with any applicable dues; (3) whether such amenities are available to non-owner residents,

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including a Tenant. Management encourages Tenant to fully investigate the availability of such amenities, and to determine whether such amenities would be available to a person in a tenancy situation, the cost thereof and any and all other factors which might be important to Tenant in selecting this property. If a HOA exists, Property may be subject to various rules for the community. Tenant herewith acknowledges that Tenant is responsible for obtaining a copy of the HOA rules and complying with all terms. The terms of such Rules and Regulations are incorporated herein by reference as if fully set forth herein; any breach thereof may constitute a default under this Lease. Should notice be sent to Management or Owner regarding violations of said rules and regulations or if the HOA should fine Management or Owner for the actions, inactions, conduct or behavior of Tenant or Tenant's guests for failure to comply with the rules and regulations, Tenant agrees to pay Management a **\$50.00** administration fee plus any fines or costs assessed by the HOA. Failure to pay said fines may result in a breach of this Lease.

- U. Tenant agrees to update Management immediately if there is any change in Tenant's contact information, including change of phone number and/or e-mail address.
- V. If this unit is a multi-family property with common areas, Tenant's personal items must not be left in the hallways or any other common area, including, but not limited to bicycles, tables, chairs, etc. If there is a Laundry facility on site, each Tenant is responsible for maintaining a clean laundry area.
- W. Tenant agrees to allow Management to inspect the premises anytime during normal business hours with a minimum 6 hours notice.
- X. Storage of personal items in mechanical closets is strictly prohibited in all units.
- Y. Art projects or wood-working project that require spray painting shall not be done on the interior of the premises, including garage, storage area or any enclosed area on the property.
- Z. Playing of loud music that creates a nuisance to others will not be tolerated under any circumstances.
- AA. Smoking is prohibited in the interior of all units. If you smoke outside the premises, please place and use a collection container for cigarette and cigar butts.

19. DEFAULT:

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

1. Violates the Rules and Regulations, Tenant Responsibilities, set forth herein or otherwise fails to abide by the terms and conditions of this Lease. Prior to terminating the Lease for either of the above reasons Management 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 with that time frame or the nature of Tenant's default, if not cured, poses a risk of damage or injury to Management/Owner, Owner's property, other persons or the property of others immediately as determined in the sole discretion of Management.
2. Tenant fails to cure any violation of Rules and Regulations or Tenant Responsibilities set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease within three (3) days after Management delivers notice of the same to Tenant.
3. Tenant violates the Rules and Regulations or Tenant Responsibilities set forth herein three (3) times during the term of the Lease regardless of whether such violations are cured.
4. Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted.)
5. Tenant fails to timely pay rent or other amounts owed to Management.
6. Tenant fails to reimburse Management for any damages, repairs and costs to 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.

B. Effect of Default: If Tenant defaults under any term, condition or provision of this Lease, Management shall have the right to terminate this Lease by giving notice to Tenant and to pursue all available legal and equitable remedies to remedy the default. All rent and other sums owed to Management 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 Management by law or in this Lease shall be cumulative and concurrent.

C. Abandonment: In the event of abandonment by Tenant, Management may enter and take possession of the Premises and re-lease the property at the best rental price obtainable by reasonable effort and for any term and for any rent upon such terms, as Management deems proper. Tenant shall be liable to Management for the deficiency, if any, between Tenant's rent hereunder and the rental price, so obtainable by Management by reoccupying. Any action hereunder by Management shall not prejudice any rights of action against Tenant as provided in this Lease or by law, and Management shall not be guilty of trespass or forcible entry as a result of such entry and repossession of the Property by Management.

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

21. DESTRUCTION OF PROPERTY:

A. If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) Premises, rent shall abate from the date of

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such destruction. Management 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.

- B. 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 Management shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence.
- C. 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.
- D. Management is under no obligation to provide alternate housing under any circumstances.

22. DISCLAIMER:

- A. **General:** Tenant and Owner acknowledges that they have not relied upon any advice, representations or statements of Management and waives and shall not assert any claims against Management involving the same. Tenant and Owner agree that Management shall not have any responsibility to advise Tenant and/or Owner on any matter including but not limited to the following except to the extent Management 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 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; appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant and Owner acknowledges that Management and/or Management's agents or employees are not experts 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. Owner and Tenant acknowledges that Management shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.
- B. **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 plan. 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.

23. OTHER PROVISIONS:

- A. **Time of Essence:** Time is of the essence of this Lease.
- B. **No Waiver:** Any failure of Management to insist upon the strict and prompt performance of any covenants or condition 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 Management's right to insist on prompt compliance in the future of such covenant or condition and shall not prevent a subsequent action by Management for any such violation. No provision, covenant or condition of this Lease may be waived by Management unless such waiver is in writing and signed by Management.
- C. **Definitions:** Unless otherwise specifically noted, the term "Management" as used in this Lease shall include its agents, employees, representatives, heirs, assigns, and successors in management to the Property. For the purposes herein, Management shall be the authorized agent of Owner and shall have the full and complete authority to act on behalf of Owner under the Lease including without limitation the right to execute this Lease in a representative capacity on behalf of Owner. "Tenant" shall include Tenant's heirs and representatives. "Owner" shall include Owner's heirs and representatives. The terms "Management" and "Tenant" and "Owner" 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 Management and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- D. **Joint and Several Obligations:** The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.
- E. **Entire agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- F. **Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law, or by an attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
- G. **Indemnification:** Tenant agrees to indemnify and hold Owner and Management harmless from and against any and all injuries, damages, losses, suits and claims against Owner and/or Management 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 household and their invitees, licensees and guests; (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

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injury happening in or about Property to Tenant or Tenant's family members, invitees, licensees or guests (except if such damage or injury is caused by the intentional wrongful acts of Owner or Management); (5) failure to maintain or repair equipment or fixtures, where Management/Owner use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Management or Owner with respect to any of the above-referenced matters; (6) 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 Management shall include Broker and Broker's affiliated licensees and employees. Tenant covenants not so sue Management or Owner with respect to any of these matters. For the purpose of this paragraph, the term "Management" shall include Broker and Broker's affiliated licensees and employees.

H. 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.

2. Notice to Management (Broker) shall for all purposes be deemed to be notice to the party being represented by Management (Broker) as a client.

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, prepaid return receipt requested.

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 Management shall only be sent to the FAX number of Management as printed below, or such other number that Management may from time to time designate. Personal delivery of notice to Management shall only be deemed to be received when it is actually received by a representative at the Management Office at the address listed below. All notices to Management should be sent to:

**Market South Management
1901 Bull Street
Savannah, GA 31401
FAX 912-201-0116**

The notice requirements referenced herein shall be strictly construed.

5. 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.

- I. Keys:** Management may release keys to Property to any occupants listed herein.
- J. Waiver of Homestead Exemption:** Tenant for him and his family waives all exemptions or benefits under the homestead exemption laws of Georgia.
- K. 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.
- L. Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which Property is located; and (2) while Management and/or Owner may, from time to time, do things to make Property reasonably safe, neither Management, nor Owner is 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 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 Management of the same immediately.
- M. Rental Application:** Tenant's rental application is made a part of this Lease as an exhibit. 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 the Lease and Management may pursue any and all of Management's remedies regarding said default.

24. AGENCY AND BROKERAGE: Mopper-Stapen Management is a licensed Georgia Real Estate Brokerage firm and is acting as the authorized agent of Owner for the purpose of leasing and managing property in accordance with a separate management agreement. It is the policy of Mopper-Stapen Management to represent Owners in the leasing and management of their properties. The Owner pays a fee to Mopper-Stapen Management for this service. Tenant acknowledges they are not represented by Mopper-Stapen Management and are solely responsible for protecting their own interests, and that Mopper-Stapen Management's role is limited to performing ministerial acts for Tenant. Tenant agrees to communicate with Management on all issues relating to or arising out of this Lease Agreement and to pay the rent due hereunder to Management at the address of Management. Management shall have the power and legal authority to exercise the rights of the Owner hereunder. All parties acknowledge that there is an agreement between Management and the Owner to manage Property and the termination of the Management Agreement shall not terminate this Lease.

Resident Initial _____ Resident Initial _____ Resident Initial _____ Resident Initial _____

25. PETS: Pets ARE or ARE NOT allowed at this property.

A. **No pets:** No animals, birds, fish or pets of any kind shall be permitted at the Property. Should Management discover a pet on the Property, whether or not owned by Tenant, Management shall assume the pet has been there since the inception of the lease and Tenant agrees to pay additional rent in a lump sum payment equal to \$35.00 per month per pet discovered retroactive to the beginning of the initial term of the lease. Tenant also agrees to rid the Property of pet(s) immediately and have the Property treated for fleas. Tenant agrees to repair all damage done to the Property including, but not limited to restoring the carpet to its original condition and remove all evidence of pets, including pet odors, even if it means replacing the carpet and pad. This will be done at Tenant's expense regardless of the carpet condition at time of move-in. In addition, undisclosed pets may result in default of the Lease at the sole discretion of Management.

B. **Yes Pets:** Type of 1st Pet: _____ Breed: _____ Name: _____ Age: _____ Weight: _____ Color/Markings: _____ Type of 2nd Pet: _____ Breed: _____ Name: _____ Age: _____ Weight: _____ Color/Markings: _____ Tenant represents and warrants that he is not aware of any instance where this/these pets have bitten a person as of the execution of this Lease. If Management requests, Tenant agrees to provide and show proof of insurance naming Management as additional insured. **A recent photo labeled as Pet # 1 or Pet # 2 must be provided at or before move-in.** Some insurance companies have "blacklisted" certain breeds of dogs and refuse to provide homeowners/renters insurance to those who own the dog breeds. The following 5 breeds have been identified as the most vicious and will not be allowed in the property under any circumstances: **1) Doberman Pinscher, 2) German Shepherd, 3) Rottweiler, 4) Bull Mastiff, and 5) American Pit Bull.** The following will be allowed, but Tenant must provide and show proof of insurance naming Management and Owner as additional insured: **1) Chow Chows, 2) Siberian Huskies, 3) Perro de Presa Canarios, 4) Alaskan Malamutes, 5) Akitas, 6) Boxers, 6) Great Danes, 7) and Wolf-hybrids.** Management may require a written statement from a Veterinarian to verify the breed of the dog. This will be at Tenant's expense.

1. Permission is hereby given for Tenant's pet, described above, to be kept within subject premises. Such permission is being given with express understanding and agreement by Tenant that pet, when taken in and out of the premises, will be kept on a leash or caged and under full control at all times. Further, when walking pet, Tenant will keep pet away from public places, lawns, and sidewalks of all residences in neighborhood or buildings in complex, whichever is applicable herein. Tenant will be responsible for cleaning up pet droppings. Tenant shall be responsible for all damage to the premises or grounds by reason of having a pet therein or thereon. Management may bill Tenant for damage caused by pet(s) which amount shall be paid no later than with the following month's rent.
2. Tenant accepts full responsibility to comply with any and all governmental ordinances or any restrictive covenants or association bylaws, including, but not limited to, leash laws, licensing laws, and laws regarding vaccinations and inoculations. Any property damage or personal injury shall be the sole responsibility of the Tenant. Tenant herewith releases and agrees to indemnify and hold harmless Owner and Management for any property damage, personal injury or any other liability incurred as a result of any pet(s) owned or maintained by Tenant, including but not limited to actual damages, punitive damages, attorney's fees and cost of defending this action.
3. Said pet will not annoy, bother, or be permitted to annoy or bother other residents of the neighborhood or complex, or public within the area. If, in the sole discretion of Management, said pet becomes a nuisance, bothersome, or an annoyance to the public, neighbors, or other residents, or becomes a threat to public health or safety, then, at the written direction of Management to the Tenant, Tenant shall, within five (5) days thereafter, remove said pet from the premises or face legal remedies, including, but not limited to, termination of the Agreement.
4. Tenant agrees to pay \$_____ as a nonrefundable pet fee for the privilege of maintaining said pet(s) on the Premises. Said nonrefundable pet fee is paid in addition to, and not in lieu of, Tenant's responsibility for all damages caused by pet. Tenant agrees that only the pet named and described above will occupy the premises. No additional or different pet is/are authorized under this Lease.
5. No pet offspring are allowed. However, pet offspring shall be permitted to remain on the premises until said offspring are weaned from their mother.
6. Tenant must provide proof of vaccination of pet, where same is required by law, for communicable diseases prevalent in species of pet, including, but not limited to, rabies.
7. Fish tanks may be no larger than twenty gallons.
8. No other animals, reptiles, or insects are permitted, including, but not limited to, livestock or farm animals, exotic or jungle animals, pigs, skunks, ferrets, monkeys, snakes, lizards, turtles, hamsters, and gerbils.
9. Birds must be caged at all times.
10. Within 24 hours after Tenant vacates the Property, Tenant agrees to have the carpets **professionally** cleaned and deodorized and to have the Property **professionally** treated for fleas. Tenant will be responsible for removing all pet stains and odors, even if it requires replacing carpets and/or pads, regardless of the condition upon move-in. Tenant will be responsible for furnishing receipts of said professional services to Management prior to refund of Security Deposit, or Management may deduct appropriate charges from Security Deposit.

26. ROOMMATES: This paragraph DOES OR DOES NOT apply to this Lease. In consideration of Management's agreement to rent the premises to Roommates, the Roommates agree as follows:

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- A. Each Roommate listed on the lease is jointly and severally liable to Management for the total rent due and for damages to the premises. If one roommate fails to pay rent or pay for damage to the premises, any one of the other roommates or any number of the other Roommates may be held liable by Management for the total amount owed.
- B. Each Roommate acknowledges that Mopper-Stapen Management will accept only one payment for the monthly rent in the form of a personal check, cashiers check, money order or certified funds which must be for the entire amount owed. **Partial payments or individual personal checks from each roommate will not be accepted.**
- C. Management will hold security Deposits for the entire term of the Lease. No Roommate shall be entitled to a refund of the Security Deposit, in whole or part, until the Premises are vacated.
- D. Management will disperse Security Deposit refunds by one check jointly payable to all Roommates and will mail said check, along with itemized deductions, to the last known address of the first Roommate listed on Page 1 of this Lease without notification to any other Roommate(s).
- E. Replacement of a Roommate requires the written approval of Management. Replacement Roommate(s) is/are required to complete a Lease Application and pay the **application fee** in effect at the time. In addition, and at the time of application, the Replacement Roommate shall pay an **administrative fee** to Mopper-Stapen Management in the amount of **\$50.00**. A Roommate whom Management approves and who moves into the Premises and who assumes liability under the Lease shall be referred to herein as a "Replacement Roommate."
- F. The interest in the Security Deposit of a departing Roommate shall automatically transfer to the Replacement Roommate as of the date of Management's Approval; and the Departing Roommate shall relinquish any and all right to a refund of the Security Deposit. The Security Deposit of a Departing Roommate who does not have a Replacement Roommate shall transfer to the benefit of the remaining Roommate(s) and the Departing Roommate shall relinquish any and all right to a refund of the Security Deposit from Management either at the time of his/her move-out or at the time the lease ultimately terminates.
- G. Requests and notices under the Lease from Management to any Roommate shall constitute notice to all Roommates. Notices from any Roommate to Management are deemed to be from all Roommates with the exception of Notice of Termination, which requires the signature of all Roommates.

29. EXHIBITS: All exhibits attached hereto listed below or referenced herein are made a part of this lease. If such exhibit conflicts with any preceding paragraph, said exhibit shall control:

- Move-In, Move-Out Inspection Form; Lease Application; Lead Paint Pamphlet "Protect Your Family From Lead in Your Home;" Condo Rules and/or Bylaws; Other: _____

30. SPECIAL STIPULATIONS:

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

MARKET SOUTH MANAGEMENT

_____ Date

Georgia Firm License Number: H-52678

BY: _____

_____ E-Mail Address

_____ Phone

Gary Kornegay, Broker
Broker License Number: 101853

Lease prepared by _____

_____ Date

_____ E-Mail Address

_____ Phone

_____ Date

_____ E-Mail Address

_____ Phone

Resident Initial _____ Resident Initial _____ Resident Initial _____ Resident Initial _____