#### C. HAMILTON & ASSOCIATES, INC.

587 NORTH MILLEDGE AVE ATHENS, GEORGIA 30601 706-613-9001

# RESIDENTIAL LEASE AGREEMENT TENANT #1 TENANT #2 **TENANT #3 TENANT #4** NOTICE THIS IS A BINDING LEGAL DOCUMENT. BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ. UNDERSTOOD. AND AGREED TO ALL OF THE TERMS. CONDITIONS, COVENANTS AND PROMISES CONTAINED IN THIS LEASE AGREEMENT. THE APPLICATION; SUMMARY OF TERMS; TERMS, CONDITIONS, COVENANTS AND PROMISES; AND ADDENDUM "A" CONSTITUTE AND FORM THE LEASE AGREEMENT BY AND BETWEEN THE PARTIES TO THIS LEASE AGREEMENT. Signed, Sealed and Delivered on the date first written above. Signature Tenant #1 as Agent for C. Hamilton & Associates, Inc. ("Management" or "Property Manager") Signature Tenant #2 Signature Tenant #3

Signature Tenant #4

## RESIDENTIAL LEASE AGREEMENT SUMMARY OF TERMS

DATE			
NUMBER OF TENANTS			
TENANT NAME(S) & CURRENT ADDRESS(ES)			
	Land Lot Of the District, Section of		
	County, Georgia and being known as, apartment # street address,,,,		
PROPERTY	Block , Unit # , Phase/Section of		
ADDRESS/LEGAL DESCRIPTION	subdivision, as recorded in Plat Book , page , County, Georgia		
TERM	Months		
BEGINNING DATE	TERMINATION DATE		
MONTHLY RENTAL RATE	\$ TOTAL RENT DUE UNDER TERM \$		
	Will be prorated in the amount of \$ from noon of the		
	day of , through noon of the day of ,		
RENTAL FOR MONTH OF OCCUPANCY	, inclusive.		
SECURITY DEPOSIT	\$ NON-REFUNDABLE PET DEPOSIT, if applicable \$150.00		
UTILITIES INCLUDED	Water and Yard Maintenance		

#### **SPECIAL STIPULATIONS**

- 1. A minimum of \$80.00 will be withheld from the Security Deposit for general cleaning purposes. Additional funds shall be charged to Tenant if costs of cleaning exceed the \$80.00.
- 2. At the termination of the Lease, the Tenant(s) shall return the Lessor ALL KEYS, including the original and any copies made by Tenant(s). Failure to return all keys will result in a \$50.00 charge.
- 3. Also, see attached document which is incorporated into this lease: Addendum "A" Rules and Regulations.
- 4. This lease is contingent upon Management receiving a valid security deposit payment from the said tenant. If bank refuses the security deposit payment for any reason Management may void this lease agreement. The Security Deposit is being held in an escrow account #6003517 or 6003525 and located at FIRST MADISON BANK, Athens, Georgia.

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#### TERMS, CONDITIONS, COVENANTS AND PROMISES

- 1. Management agrees to rent to Tenant (singular includes the plural) the property described hereinbefore in the SUMMARY OF TERMS under the terms and conditions hereinafter stated.
- 2. **RENTAL RATE AND TERM**. Tenant shall be entitled to occupy the property for a TERM described hereinbefore in the SUMMARY OF TERMS beginning at noon on the BEGINNING DATE described hereinbefore in the SUMMARY OF TERMS, and continuing through noon on the TERMINATION DATE described hereinbefore in the SUMMARY OF TERMS, inclusive. During the term the MONTHLY RENTAL RATE described hereinbefore in the SUMMARY OF TERMS shall be shall be due on the first day of the month in which the total rent accrues. The rent shall be paid with ONE CHECK. The total amount to be paid during the term is described hereinbefore in the SUMMARY OF TERMS. Rental for the month of occupancy will be prorated in the amount described hereinbefore in the SUMMARY OF TERMS. Rental shall be paid to Management at such location as Management may designate in writing. Rent will be paid with ONE(I) CHECK PER UNIT. Until further notice is given, rent is to be mailed to the following address:

C. Hamilton & Associates Inc. P. O. Box 7326 Athens, GA 30604

- 3. **LATE CHARGE**. Time is of the essence of this agreement and if Management elects to accept rent after the third (3rd) day of the month, a late charge of ten percent (10%) of the unpaid monthly rent will be due as additional rent.
- 4. **RETURNED CHECKS**. If a check is returned unpaid by the Bank, an additional charge of \$25 will be due to cover the expense of processing. Since the rent has not actually been received because of the returned check, a late charge will be imposed. Also, if a check is returned by the bank, all rental moneys and penalties shall be paid within forty-eight (48) hours by either cash, cashier's check, or money order and you may be required to make all future payments in the same manner at management's discretion.
- 5. **SECURITY DEPOSIT**. Management acknowledges receipt of the security deposit, the amount described hereinbefore in the SUMMARY OF TERMS for Tenants' fulfillment of the conditions of this agreement. Deposit will be returned to Tenant within thirty (30) days after the unit is vacated if:
  - a. Lease term has expired or agreement has been terminated by all parties.
  - b. All moneys due Management by Tenant has been paid in full;
  - c. Unit is not damaged and is left in its original condition, normal wear and tear excepted;
  - d. All keys given to the Tenant have been returned:
  - e. All utilities have been paid and taken out of Tenants' name; and
  - f. No evidence of a pet is found.

Tenant will forfeit entire amount of security deposit if there is a default by Tenant. (See Paragraph 20). Tenant is responsible for all payment of rents due until either the unit is re-leased or the term expires. Management retains the right to use any or all of the Security Deposit to satisfy all or part of the Tenant's obligation including, but not limited to, property damage, utility bills, late fees, repairs, cleaning or damages caused by breach of this agreement. Assessment of amounts owed will be based on the condition of the premises at initial occupancy, as cited on the Move-In Inspection. Management may also claim damages in excess of the Security Deposit, if conditions warrant. Tenant understands that the Security Deposit is to be used for these purposes only and may not apply any portion of the funds to rent.

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Initials		Initials

Tenant's Security Deposit is being deposited in an interest-bearing account and all parties agree that the Management is entitled to the interest earned on such deposit to cover administrative expenses. The Security Deposit is being held in an escrow account #6003517 or 6003525 and located at FIRST MADISON BANK, Athens, Georgia.

- 6. **RENEWAL TERM**. This agreement shall automatically terminate at the end of the term. Any renewal or extension of this agreement must be in writing, signed by all parties and notice must be given within ninety (90) days of the lease expiration.
- 7. **ASSIGNMENT AND SUBLETTING**. Tenant may not sublet unit or assign this lease agreement without written consent of Management.
- 8. **HOLDOVER**. Tenant shall deliver possession of premises in good order and repair to Management upon termination or expiration of this Agreement.
- 9. RIGHT OF ACCESS. Management shall have the right to access the unit for inspection and maintenance during reasonable hours. In case of an emergency, Management may enter the unit to make alterations to the unit or adjacent premises, to enforce this agreement and after notice of termination and to show the unit to prospective residents. Tenant agrees not to withhold access to the premises unreasonably. In any event and at any time, Management shall have the right to display a FOR RENT sign, with appropriate information thereon, on the premises. Management will attempt to notify Tenant, but has no obligation to do so.
- 10. USE AND OCCUPANCY. The unit shall be used for residential purposes and for no other purpose and shall be occupied only by the number of persons listed hereinbefore on the SUMMARY OF TERMS. The Property shall be used so as to comply with all federal, state, county and municipal laws and ordinances including any applicable community association bylaws, rules and regulations. Tenants shall not use the Property or permit it to be used for any disorderly or unlawful purpose whatsoever, including but not limited to: illegal drug trafficking and/or other violations of any controlled substance laws. Such conduct shall constitute a breach of this lease and Tenant shall be subject to immediate eviction. Should the Management suspect illegal drug activity on the Property, Management shall cooperate with the appropriate and drug enforcement agency. Such action by the Management shall not be construed as an invasion of Tenant's privacy and Tenant waives any claim for such against Management.
- 11. **PROPERTY LOSS**. Management or Owner shall not be liable for damage to Tenant's property of any type for any reason or cause whatsoever, except where such is caused by Management's gross negligence. <u>TENANT SHALL OBTAIN TENANT INSURANCE TO PROTECT HOUSEHOLD GOODS</u> AND PERSONAL EFFECTS.
- 12. PETS. No animals! Pets of any kind shall not be permitted in unit unless written permission is given by Management, which permission may be withdrawn at any time if the animal becomes a nuisance. A \$150.00 non-refundable pet deposit is required in addition to the security deposit. If said pet becomes a nuisance, Tenant agrees to remove such pet from the property upon requested by Management. Tenant's failure to adhere comply with said request is ground(s) for immediate eviction and LOSS OF SECURITY DEPOSIT.
- 13. **DAMAGES TO PROPERTY**. Tenant shall pay for all costs for damage to the unit or any adjoining units, beside or below, caused by Tenant, household members, guests, agents, invites, or pets, resulting from negligence, lack of care and abuse. Any damage for which Tenant is liable constitutes a breach of this agreement for which an action for the recovery thereof may be had (See paragraph 20), above and beyond the Security Deposit. If the property is rendered untenantable by fire, storm, earthquake, or other casualty, this agreement shall terminate as of the date of such destruction or

damage and rental shall cease as of that date. Rent shall not abate in case of partial untenantable conditions and repairs will promptly be made.

- 14. ABANDONMENT. If Tenant removes or attempts to remove property from premises other than the usual course of continuing occupancy, without having first paid Management all moneys due, the unit may be considered abandoned, and Management shall have the right, without notice, to store or dispose of any property left on the premises by Tenant. Management shall also have the right to store or dispose of any property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and title thereto shall vest in Management.
- 15. **ATTORNEYS' FEES**. In any legal action (See paragraph 20 C) brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such actions, including reasonable attorneys' fees.
- 16. **INDEMNIFICATION**. The Tenant releases Management from liability for, and agrees to indemnify Management against, all losses incurred by Management as a result of Tenant's failure to fulfill any condition of this Lease; Tenants' failure to comply with any requirements imposed by any governmental authority; and any judgment, lien or other encumbrance filed against the Property as a result of Tenant's action.
- 17. **MORTGAGEE'S RIGHTS**. Tenant's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which unit is a part, if requested. Tenant shall execute promptly any certificate that Management may request to specifically implement this paragraph.
- 18. **REPAIRS AND MAINTENANCE**. Tenant acknowledges that he has inspected the Property and accepts the condition as is. Management will make necessary repairs to Property with reasonable promptitude after receipt of written notice from Tenant for major deficiencies which create unsafe or unhabitable conditions. Major repairs shall include: electrical, plumbing, heating, cooling, built-in appliances or structural defects. The Tenant shall make or cause all incidental repairs other than above. If any damage beyond normal wear and tear is caused by Tenant or Tenant's guests or licensees, Tenant agrees to pay Management the cost of repairs with the next rental payment. The Tenant may not remodel or structurally change Property or remove any fixture therefrom without written authority from Management.
- 19. **TAXES AND UTILITIES**. Management and Tenant agree that taxes on the unit shall be included in the rent and that the cost of utilities serving the unit shall be paid as follows: water paid by Management; heating paid by Tenant; electricity paid be Tenant; cable paid by Tenant; telephone paid by Tenant; and vard maintenance paid by Management.

#### 20. **DEFAULTS**.

- A. <u>Definition of Default</u>.
  - 1. If Tenant fails to pay rent or any other sum due under this Lease, abandons the Property, violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease, each and any such breach shall constitute a default under this Lease.
  - 2. If any such default continues for three (3) calendar days after Management delivers written notice of said default to Tenant, Management may, at his option, terminate this Lease by delivering written notice thereof to Tenant.
- B. Remedies for Default. If Tenant defaults in the payment of rental when due, or otherwise defaults under any term, condition or provision of this lease, including, but not limited to, failure to reimburse Management for any damages, repairs or costs when due, then Management shall have the option of terminating this lease by written notice to the Tenant or, without

terminating this lease, to enter upon and take possession of the Property, removing all persons and property therefrom and to re-rent Property at the best price obtainable by reasonable effort without advertisement and by private negotiations and for any term management deems proper. The Tenant shall be liable to Management for any deficiency between all rental due here under and the price obtained by Management on such re-letting. Such termination shall not release Tenant from any liability for any unpaid rentals or other amount due under this lease, past or future.

#### C. Resolution of Disputes.

- 1. Any claim, controversy or dispute (those terms being used for illustration and not limitation; herein referred to collectively as "dispute") arising from or related to this lease agreement, or any breach thereof, shall be settled by mediation and, if mediation is not successful, by arbitration in accordance with Rules of Procedure for Dispute Resolution (the complete text of which is available from www.WMApeace.com). The methods described in this paragraph shall be the sole remedy for any such dispute, except to enforce an arbitration decision. This paragraph is governed by the Federal Arbitration Act (9 USC §§ 1-16) except that vacatur is governed by O.C.G.A. § 9-9-13. The terms of this paragraph shall continue to govern any dispute that may arise during or relating to this lease agreement, or any breach thereof, even after such lease agreement is terminated for any reason. Such dispute shall be referred to: Wetzel Mediation & Arbitration, 2091 Clotfelter Road, Bogart, GA 30622 (706-769-9105).
- 2. WITHIN FIVE (5) DAYS OF NOTICE OF MEDIATION/ARBITRATION A WRITTEN RESPONSE SHALL BE GIVEN TO THE PARTY SENDING THE NOTICE, ACKNOWLEDGING SAME, EXPRESSING THE INTENTION TO ATTEND THE MEDIATION/ARBITRATION, PROVIDING A LIST OF WITNESSES WHO WILL BE **PRESENT** IN **PERSON** OR BY **NOTARIZED AFFIDAVIT AT** THE MEDIATION/ARBITRATION PROCEEDING, AND THE AMOUNT OF TIME NEEDED TO PRESENT HIS/HER/THEIR PART OF THE CASE. THE FAILURE TO PROVIDE A RESPONSE WITHIN FIVE (5) DAYS OF THE NOTICE OF MEDIATION /ARBITRATION SHALL CONSTITUTE A DEFAULT, ALLOWING THE MEDIATION/ARBITRATION TO PROCEED IN THE ABSENCE OF THE PARTY TO WHOM THE NOTICE WAS GIVEN. IN THE EVENT THAT THE PARTY TO WHOM THE NOTICE WAS GIVEN FAILS TO SUBMIT A RESPONSE IN A TIMELY MANNER, THE NEUTRAL/ARBITOR IS AUTHORIZED TO REFUSE TO HEAR OR RECEIVE TESTIMONY OR EVIDENCE FROM THE PARTY RECEIVING THE NOTICE BUT FAILING TO PROVIDE A TIMELY RESPONSE.
- 21. **NOTICES**. All notices shall be in writing. Such notices mailed to or left at the stated premises herein shall constitute notice to the Tenant and notice to the Management shall be accomplished in a like manner to Management's address.
- 22. **POSSESSION**. In the event Management is unable to deliver possession of the unit within seven (7) days of the commencement date of the term, the Tenant may cancel and terminate this agreement upon written notice to Management, whereupon neither party shall have liability to the other, and any sums paid under this agreement shall be refunded, Management shall not be liable to Tenant if unable to deliver possession of the unit on the commencement date of the term, but if Tenant accepts late delivery, the rent shall be reduced on a daily basis to the date of actual possession. The term shall not be extended by such late delivery.
- 23. ALTERATIONS AND IMPROVEMENTS. Tenant agrees not to make any alterations to the premises without prior written consent of Management. Any alterations made by Tenant shall remain upon and be surrendered at termination of this agreement.

- 24. **LEGAL ACTION**. Whenever any sum dues hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to the payment of his reasonable attorney's fees, plus all costs of collection.
- 25. **AGENCY DISCLOSURE**. Management is an agent for the Owner in this transaction and is paid a commission by Owner. Management does not represent the Tenant in this transaction.
- 26. QUIET ENJOYMENT. The quiet enjoyment of the premises is each Tenant's right. Tenant shall not disturb, annoy, endanger, or inconvenience other occupants of the property, nor use the premises for any immoral or unlawful purposes. Tenant further agrees not to play his radio, television set, stereo or other like appliances in a loud and noisy manner. Disturbances will be a default and grounds for immediate eviction.
- 27. **RULES AND REGULATIONS**. Tenant agrees to abide by the rules and regulations set forth and under the terms and conditions herein as stipulated in Addendum "A" attached and hereto made a part of this lease agreement.
- 28. **FAILURE OF MANAGEMENT TO ACT**. Failure of Management to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of the Management's right to act on any violation.
- 29. SEVERABILITY. In case any provision of this Lease Agreement shall be held to be contrary to, or in violation of, the laws of any country, state, or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, and all such other provisions shall continue nevertheless in full force and effect, and any provisions which are held to be illegal or invalid in any country, state, or other jurisdiction shall nevertheless remain in full force and effect in any other country, state or other jurisdiction in which such provision is legal or valid.
- 30. **MODIFICATION OR WAIVER.** No modification or waiver of any of the terms of this Lease Agreement shall be valid unless the same shall be made in writing, and signed by both parties.
- 31. **PARAGRAPH HEADINGS.** All paragraph headings appearing herein are intended to facilitate references to the terms and provisions hereof and are not in any manner to be deemed to affect the construction or meaning of any term or provision.
- 32. **USE OF MASCULINE AND SINGULAR PRONOUNS**. Throughout this Lease Agreement the use of masculine pronouns (e.g., "he") includes the feminine (e.g., "her"), and the neuter (e.g., "it") where applicable.
- 33. **ENTIRE AGREEMENT**. This agreement and any attachments constitute the complete and entire agreement between the parties hereto, and no oral statements made shall be binding upon either party, it being understood and agreed that this agreement may be modified only in writing and signed by the party against whom enforcement is sought.
- 34. **SPECIAL STIPULATIONS**. The following special stipulations shall control in the event of conflict with any of the foregoing:
  - 1. A minimum of \$80.00 will be withheld from the Security Deposit for general cleaning purposes. Additional funds shall be charged to Tenant if costs of cleaning exceed the \$80.00.
  - At the termination of the Lease, the Tenant(s) shall return the Lessor ALL KEYS, including the
    original and any copies made by Tenant(s). Failure to return all keys will result in a \$50.00
    charge.
- 35. LEAD BASED PAINT. SEE ADDENDUM "A".

- 36. **JOINT AND SEVERAL LIABILITY.** Tenant acknowledges and agrees that Tenant is solely and fully responsible for the entire rent on said premises and for all other obligations hereunder, and that should Tenant fail to pay the Rent when due, or fail to fulfill any other obligations hereunder, Management may seek to collect all amounts due hereunder from Tenant individually. Tenant agrees to be jointly and severally liable with other Tenants of same Premises for all rents and other obligations hereunder.
- 37. **ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS.** Tenant and Management acknowledge, warrant and represent to each other, and each agree that the other may rely, that they each have: (a) READ this Lease Agreement in its entirety and fully understand each and every term and provision hereof, and (b) SIGNED this Lease Agreement freely and voluntarily without interference or coercion from any other party, and intending to be bound by every term and provision hereof.

### ADDENDUM "A" RULES AND REGULATIONS

- 1. There will be only one(I) check accepted for rent per unit.
- 2. Management acknowledges the right of Tenant to entertain friends and to have parties and guests, but requires that perfect order and tranquility prevail. Tenant, members of Tenants family and guests at all times maintain order in the unit 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 Tenants.
- 3. The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and such other vehicles shall not be brought into any building nor onto the lawn, nor be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.
- 4. Only Tenants, their families and invited guests, accompanied by Tenants (Only TWO guests per unit), may use the swimming pool and other recreational and club facilities, if any, provided by Management, either on or off premises. All such facilities may be used by such persons only in strict compliance with the supplemental rule and regulations from time to time adopted by MANAGEMENT with respect to each of said facilities.
- 5. Management will NOT BE RESPONSIBLE for stopped up drain lines.
- 6. The tenant is responsible for stopped up sinks, lavatories. toilets and bathtubs. Sweepings, rubbish, rags, ashes, sanitary napkins, tampons, or other foreign substances shall not be thrown therein. Any damage to such apparatus and the cost of cleaning plumbing resulting from misuse shall be borne by Tenant, and Tenant is also responsible for preventing the plumbing fixtures and pipes from freezing by taking precautions such as, but not limited to, keeping the premises sufficiently warm to prevent freezing and dripping faucets.
- 7. ALL calls for service made by the tenant that prove to be a problem or fault of the tenant or improper use of the equipment will be charged to the tenant's rent.
- 8. Windows and doors shall not be obstructed or covered. Nothing shall be thrown out of windows or doors. Tenant must exercise care and caution about leaving windows or doors opened during inclement weather. Tenant shall be liable for any damage to interior including paint, plaster, cabinets, carpets, floor or damage to any parts of the premises resulting from failure to exercise reasonable care. WATER BEDS ARE PERMISSIBLE ONLY WITH PROOF OF INSURANCE AND ADDITIONAL SECURITY DEPOSIT FOR WATER USED.
- 9. Tenant acknowledges that Tenant is responsible for maintaining a safe and secure premises by following all rules and regulations described within this lease and maintaining and using all safety devises in said premises, including but limited to, securing all windows and doors and replacing smoke detector batteries when necessary.
- 10. All windows, glass, doors, locks, and hardware should be kept and maintained in good repair. Any damage shall be reported to MANAGEMENT immediately. The cost of replacement thereon shall be borne by MANAGEMENT, unless such damage is caused be an act of negligence of Tenants.
- 11. Lessors will furnish one key for each outside door to the unit and one mailbox key. ALL KEYS MUST BE RETURNED TO MANAGEMENT UPON TERMINATION OF OCCUPANCY. If Tenant fails to return all keys to management immediately after possession has been relinquished, management will cause

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the locks to be re-keyed or replaced and the charge for the service will be the responsibility of Tenant, and if not paid, shall be deducted from the Security Deposit It is NOT the responsibility of Management to provide keys to Tenant for "lock outs" or lost keys. Tenant shall be responsible for any and all expenses related to this matter.

- 12. Clothing, sheets, towels, etc., shall not be bung from the windows, rails or porches or aired or dried in any yard space. All airing and drying of such articles shall be done inside the unit.
- 13. Tenant will place all trash and garbage in sanitary container in locations designated by Management. If trash service is not provided by Management, tenant is required to have regular trash service no less than once per week. No garbage shall remain on porches. IF MANAGEMENT HAS TO REMOVE THE GARBAGE, THE TENANT WILL BE RESPONSIBLE FOR A PAYMENT OF \$5.00 FOR EACH BAG REMOVED. IF PAYMENT IS NOT MADE, THAN THE AMOUNT WILL BE HELD FROM THE SECURITY DEPOSIT.
- 14. All radios, televisions sets, auto equipment, etc., must be turned down to a level of sound that does not annoy or interfere with other Tenants. No band instruments shall be played on the premises at any time.
- 15. Management understands that Tenants will be having parties, which is acceptable if the following conditions are met.
  - A. ALL PARTIES MUST BE CONFINED TO THE TENANT'S APARTMENT (INCLUDING PORCH AREAS):
  - B. THE PARTY MUST BE TAKEN INSIDE THE UNIT BEFORE 11:00 P.M.;
  - C. THERE IS A NOISE ORDINANCE IN TILE CITY OF ATHENS GOVERNING ANY NOISE AFTER 11:00 P.M.;
  - D. TENANT HOSTING THE PARTY MUST REMOVE ALL TRASH, BOTTLES, CANS AND DEBRIS LEFT FROM THE PARTY, ON THE GROUNDS BY NOON THE NEXT DAY, A PENALTY OF \$25 WILL BE IMPOSED IF THIS CONDITION IS NOT MADE.
  - E. THE MUSIC MUST NOT DISTURB SURROUNDING NEIGHBORS;
  - F. AS THE GUESTS LEAVE THE PARTY, THE HOST MUST MAKE SURE THEY LEAVE IN AN ORDERLY FASHION WITHOUT DISTURBING THE OTHER OCCUPANTS IN THE COMPLEX; and
  - G. TENANT MUST MAKE SURE THAT THEIR GUESTS ABIDE BY ALL THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT. THE POLICE WILL BE CALLED AND CITATIONS WILL BE ISSUED IF THE PARTY IS OUT OF CONTROL OR DISTURBING NEIGHBORING UNITS.
- 16. PETS. No animals, pets of any kind shall be permitted in the unit unless written permission is given by management, and such permission my be withdrawn at any time if the animal becomes a nuisance. A \$150.00 non-refundable pet deposit is required in addition to the security deposit. If said pet becomes a nuisance, Tenant agrees to remove such pet from the property if requested by Management. Failure to adhere is grounds for immediate eviction and loss of security deposit.
- 17. Washing any type of vehicle is prohibited where the Management or Owner pays for water. Mechanical work on vehicles is also prohibited. Tenant agrees that management has the right to remove and store said vehicle at Tenant's expense. Parking or racing cars, junk cars or storage of any vehicle that is not operable is prohibited. At no time will automobiles be parked on lawns, grassed, or "no parking" areas.
- 18. Grills are permissible only if the fire is never left unattended and **OFF ALL PORCHES**. Hot coals are to be cooled completely before disposed of. **NEVER PUT HOT COALS INSIDE THE UNIT**.

- 19. Management reserves the right at any time and from time to time to prescribe such additional rules and to make such changes to the Rules and Regulations set for and referred to above. Management shall in its judgment, add rules determined to be necessary for the safety, care and cleanliness of the premises and for the preservation of good order, comfort or benefit of all Tenants generally.
- 20. Tenant must schedule "Move-Out" inspections in advance with management. No inspections will be completed until all personal possessions have been removed from the premises. Scheduled appointments must be before noon on the last day of the lease.
- 21. CONDITIONS UPON VACANCY OR TERMINATION. Upon vacancy or termination of this agreement, Tenant agrees to do the following:
  - a. Leave tile, vinyl and concrete floors swept, mopped and cleaned
  - b. Leave carpeted floors vacuumed and PROFESSIONALLY STEAMED CLEANED.
  - c. Leave porches and patios swept and cleaned. All belongings removed.
  - e. Close and lock all windows, lock all outside doors and return all keys to Management.
  - f. Tenant to clean vent hood, top and interior of stove and oven.
  - g. All bathrooms are to be cleaned. Clean out cabinets, scrub toilets, sinks and tubs: this includes soap scum.
  - h. Wash outside of all kitchen appliances. Wash cabinets inside and out, and counter tops.
  - i. Clean and wash inside of the refrigerator. Remove all food.
  - j. Wash all walls and doors to remove any fingerprints or dirt.
  - k. Wash all mirrors with a glass cleaner.
  - I. Wash all windows and window sills.
  - m. Remove all belongings and trash from the unit
  - n. Patch any holes made in the walls.
  - o. Report to management any problems you may have had in the unit.
- 22. Tenant acknowledges that the giving of false information or tendering a bad check may, at Management's option, breach and void any subsequent lease. Tendering a bad check may be grounds for termination. Notice in writing of approval or disapproval may be mailed to the Tenant at the address indicated on application or delivered to Tenant in person. All returned checks must be redeemed within 24 hours of notification of returned check.