



## Lease Agreement

**Lessor:** Green Properties Management, Inc.

**Lessee(s):** THIS IS AN EXAMPLE LEASE. SUBJECT TO CHANGE

**Address of Premises:** 600 Riverbend Pkwy, G1, Athens, GA 30605

**Type of Unit:** 3 Bedroom, 2 Bathroom Apartment

**Lease Term Beginning:** July 31st, 2013, at 12:00 noon.

**Lease Term Ending:** July 19th, 2014, at 11:59 a.m.

**Holding/Security Deposit:** \$300.00, payable as one check or money order at the signing of this Lease.

**Total Rent for Term:** \$10,620, payable in 12 monthly installments of check, money order, or online transfer as follows:

**Initial Installment:** \$885 due by July 31st, 2013.

**Subsequent Installments:** \$885 due by the first of each month, September 1st, 2013 through July 1st, 2014

**All payments should be made to Green Properties Management, 350 Riverbend Pkwy, Athens, GA 30605.**

THIS AGREEMENT made and entered into this 4th day of March, 2013, by and between the Lessor named above (hereinafter called "LESSOR"), and the Lessee(s) named above (hereinafter collectively referred to as "LESSEE"). Lessor does this day lease unto said lessee(s) the Premises listed above.

Lessee(s) herein are jointly and severally responsible for the total amounts of all rents due under this Lease Agreement. The validity and acceptance of this lease is contingent upon the approval of the application by lessor.

### RENT PAYMENTS AND LATE FEES

Lessee shall pay to Lessor the total rent set forth above, payable in equal monthly installments ("Monthly Payment") as rental for the Premises (the "Rent"), payable in advance without demand, abatement, or set-off, at the office of the Lessor or at such other place(s) as Landlord may designate, **punctually on or before the first day of each month** during the Lease Term.

Lessee acknowledges that the full amount of the rent stated is due even though the lease term stated above does not encompass a full 365 days.

If rental payments are not received on or before the fifth day of each month and every month, Lessee agrees to pay a Late Fee of \$30.00 for any rental payments not received by the close of business at 5:00 PM on the fifth and a Late Fee of \$60.00 for any rental payment not received by the close of business at 5:00 PM on the 10th and \$90.00 for any rental payments not received by 5:00 PM on the fifteenth of the month. **Such Late Fees will be considered additional rent hereunder and must be paid in full by the last day of the month in which it is charged.**

**If the fifth, tenth, or fifteenth falls on a Saturday, Sunday or a Holiday, rent is deemed late after the close of business at 5:00 PM the following business day.**

If rental payments are not received by 5:00 PM on the fifth, notification by letter and/or phone may be given. If rent payments are not received by the 10th of the month dispossessionary action may be taken.

Any and all costs associated with dispossessionary or eviction shall be the responsibility of the Lessee and shall be paid within 30 days of such costs to Green Properties Management, including reasonable attorney's fees.

Lessee shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Lessor's acceptance of a partial payment constitute accord and satisfaction. Nor will Lessor's acceptance of a partial payment forfeit Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Lessor may accept any partial payment check with any conditional endorsement without prejudice to Lessor's right to recover the balance remaining due, or to pursue any other remedy available under this lease.

Any Late Fees accumulated within a 30-day period must be paid in full before the upcoming monthly rent will be accepted. **All payments are posted to existing charges before posting to subsequent rents. A dishonored check shall be considered non-payment of rent and Lessee agrees to pay to Lessor a fee of \$35.00 for each check so dishonored plus appropriate late fees.** All future rent shall be paid by money order or other form deemed acceptable by Lessor.

If such rental payments are not received on or before the fifth day of each and every month, Lessor may, at its option treat this Lease Agreement as in default, and may accelerate the remaining balance due under said Lease.

## HOLDING DEPOSIT / SECURITY DEPOSIT

Lessee shall pay to Lessor, upon execution of this lease, a nonrefundable Holding Deposit of the amount listed above, which shall be forfeited in the event Lessee does not take possession of or move into the leased unit on the beginning date stated above. **Not moving in and forfeiture of Security Deposit does not release lessee from terms or monetary obligations of the lease.** Upon move-in, the Holding Deposit is then deemed a refundable Security Deposit which will be held by Green Properties Management. Lessor may, at his/her option, deposit the Security Deposit in an interest-bearing account and Lessor may retain all accrued interest on said account to cover administrative costs to maintain said account.

Lessee acknowledges receipt (upon Move-In) of a comprehensive Move-In and Move-Out Inspection Agreement (the "Inspection Report") upon which Lessee may list any existing damages to the Premises. Lessee shall either sign the Inspection Report or state specifically in writing any items listed as existing damages to the Premises. No such written report shall constitute a request for repairs within the meaning of this Lease. If Lessee fails to fill out, sign, and return the Inspection Report, Green Properties Management shall assume the apartment was in perfect condition and Lessee shall assume responsibility for all damages.

Within three (3) business days after the date of termination of occupancy, or within a reasonable time after such termination of occupancy, or within a reasonable time after such termination of occupancy if Lessee terminates occupancy without notifying the Lessor, Lessor shall inspect the Premises and complete the Move-Out Inspection portion of the Inspection Report, listing any damage done to the Premises during the Lease Term which is the basis for any charge against the Security Deposit, and the estimated dollar value of such damage. Lessee shall have the right to be present at the inspection of the Premises in order to ascertain the accuracy of such Inspection Report is sufficient to represent all Lessees. Lessor shall deduct from the Security Deposit sums sufficient to compensate Lessor for the following items prior to returning the Security Deposit or any portion thereof to Lessee: (i) any failure to comply with the move-out procedures (the "Move-Out Procedures"), (ii) any damages to the Premises in excess of normal wear and tear, (iii) any damages to the Premises due to negligence, carelessness, accident or abuse of the Premises, and (iv) any unpaid sums due to Lessor under the terms of this Lease, including without limitation Rent, late charges, returned or dishonored check charges, unpaid damage claims, pet fines, key replacement charges, charges for removing, packing and storing abandoned, seized, or lawfully removed property, court costs, and any actual damages caused by any breach of this Lease by Lessee.

The balance of the Security Deposit, if any, together with a written itemized accounting of any deductions which lists the exact reasons for such deductions, shall be mailed by first class mail to Lessee no later than thirty (30) days after the termination of this Lease or the surrender and acceptance of the Premises, whichever occurs later. **Lessee shall notify Lessor in writing of Lessee's forwarding address** in order to enable Lessor to return any portion of the Security Deposit to Lessee. In the event there is more than one (1) Lessee in the Premises, the refund of any portion of the Security Deposit shall be calculated without regard to which Lessee paid the Security Deposit and without regard to which Lessee's conduct resulted in any deduction therefrom. Refunds of any amounts due from the Security Deposit shall be divided equally among all Lessees named in the Lease at the time of the termination of the Lease.

Lessor shall have the right to use the Security Deposit to pay, as fully as possible, the expenses of repairing any damage to the premises or cleaning the premises. Said Security Deposit does not constitute liquidated damages, and Lessee may be liable for a sum higher or lower than the amount of Security Deposit. **IN NO EVENT SHALL LESSEE BE ENTITLED TO APPLY THE SECURITY DEPOSIT TO ANY RENTAL OR LATE FEES DUE HEREUNDER.** In the event Lessor shall bring a court action for breach of this

Lease, Lessee shall be liable to Lessor for all costs of collections of damages, including all attorney's fees.

If Holding Deposit is not paid in full, the Lessor at his/her discretion can null or void the lease and release the unit. **FAILURE TO PAY THE FULL HOLDING DEPOSIT DOES NOT RELEASE THE LESSEE FROM OBLIGATION OF SIGNED LEASE.**

## SPONSORS/GUARANTORS

Lessee is not required to have a Guarantor.

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**Sponsor Guarantee Forms must be submitted within 14 days of signing the Lease.** Failure to complete and submit signed Sponsor Guarantee forms does not release the Lessee from obligations of the signed lease. Management retains the right to withhold keys and access to the unit if all Sponsor Guarantee forms are not submitted.

## PET POLICY

**Lessee will not have a pet in the unit.** This includes any animal that enters the premises for any period of time. If a pet is found on the property, Lessee will be fined **\$250.00** and Lessee shall have such pet removed from the property within seven (7) days of receipt of notice to remove all pets or Dispossessory action shall be taken.

## UTILITIES

**Lessor shall provide the following utilities only: trash pickup, yard maintenance, monthly pest control.**

**Lessee acknowledges responsibility for establishment of the following utility services: electricity, water, telephone (optional), cable (optional) and internet (optional).**

**Electricity and water shall be turned on as of the first day of the lease and shall remain on during the entire term of the lease.** This means that upon termination of this lease, lessee shall have utilities disconnected no sooner than the last day of the lease term. If electricity and water services are not established by the start date of the Lease, or if at any time during the term of the Lease Lessee shall cause these utilities to be disconnected, Lessor may at Lessor's option have the disconnected utility or utilities reconnected and lessee shall be responsible for reimbursing Lessor for such costs, including a \$50 fine to management and all utility charges incurred.

## REPAIRS, FIXTURES, AND IMPROVEMENTS

Lessee accepts apartment in "as is" condition as suited for the use intended. Lessor makes no promise or guarantee with respect to replacement of any floor coverings (i.e. carpet, vinyl, wood surface). Lessee understands and agrees that the premises, equipment, and fixtures will be under the control of the Lessee and agrees to keep said premises, together with the fixtures therein, in clean and sanitary condition. **Lessee is responsible for changing furnace and/or air conditioning filters on a monthly basis and agrees to replace smoke detector batteries to ensure continuous operation of same.** Lessor will make necessary repairs to premises with reasonable promptness after receipt of **written notice** from Lessee. It is Lessee's responsibility to immediately report to Lessor any plumbing leaks, running toilets, electrical or appliance malfunctions. Lessor shall not be responsible for high utility bills for more than four (4) days of a billing cycle based on the unit's average utility usage for the same seasonal billing period and only if such high bill is determined to be the direct result of the malfunction of an apparatus or appliance installed and maintained by Lessor. Should Lessee

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or Lessee's guests cause any damage (beyond normal wear and tear), Lessee agrees to pay Landlord the cost of necessary repairs with the next rental payment. Lessee may not remodel or structurally change the apartment nor remove any fixture there from. Normal wear and tear shall not include scratches, smudges, holes and any other condition caused by Lessee which in the sole exclusive reasonable judgment of Lessor would require painting at the time of Lessee's rendering possession to Lessor.

Lessee shall make no changes to the interior or exterior of the premises nor attach any fixtures thereto without the prior written permission of Lessor. Lessee shall do nothing that would increase or cause to cancel the Fire Insurance Policy on the premises. Lessee shall take all precautions necessary to prevent plumbing fixtures and pipes from freezing. Such precautions shall include, but shall not be limited to, keeping the premises sufficiently warm to prevent freezing and dripping faucets. Lessee shall be responsible for blockage of plumbing where such blockage is caused by introduction of materials not intended for disposal in the plumbing system. If the unit includes a garbage disposal that may cease to function, Lessee is responsible for reporting to Lessor, and will be responsible for any damage to plumbing or other facilities incurred prior to repair. Lessee shall be responsible for all damaged or missing doors, windowpanes and/or screens during the tenancy or upon vacancy or termination of the lease. Lessor shall provide one (1) telephone line/cable outlet to unit in proper working order. Should Lessee add any additional separate phone lines, it is Lessee's responsibility to return all lines to one line before move-out. Any such alterations to telephone lines that are not reversed upon move-out will be chargeable to Lessee. It is Lessee's responsibility for telephone/cable wiring maintenance expenses and it is recommended that Lessee include "inside wiring maintenance coverage" when establishing phone & cable service. Lessee shall be responsible for payment of any repair expenses caused by Lessee's negligence or abuse.

**Pursuant to State and Local Fire Codes, Lessee shall not use, store or allow to be used or stored any type of cooking grill, charcoal or liquefied petroleum gas or liquid fueled burners of any kind within ten (10) feet of any structure on the premises. This provision shall serve as notice by Lessor. Lessee(s) assume all liability and responsibility for any and all fines which may be imposed by any City or State authority should Lessee(s) be found in violation of such statutes or ordinances.**

## USE OF PREMISES

Premises shall be used for private residential use only. Not more than **3** person(s) are to reside within the premises/bedroom at any time: any change in family status must be reported and approved by management. **The only residents of the unit shall be the Lessee(s) signed on this Agreement.** Lessee agrees not to use or permit the use of these premises for any unlawful purpose nor to create or suffer any nuisances in the premises affecting the rights of others, and agrees to comply with all laws, ordinances, rules, regulations and directions of governmental authorities. Nuisance, for purpose of this Agreement shall be in the sole and exclusive reasonable judgment of Lessor. Lessee must abide by all local government ordinances governing the occupancy of unrelated tenants in single family zoned locations. **Green Properties Management does not get involved with roommate disputes.**

## PROPERTY LOSS

**Lessor shall not be liable for damage to resident's personal property of any type for any reason.** Lessee shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to Lessee's personal property. Lessee agrees to be responsible for his/her personal property and shall hold Lessor harmless for any damage thereto. **Lessor strongly recommends that lessee obtain Renters Insurance.**

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## ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease nor sublet the premises or any part thereof, nor shall any other person occupy the premises, without written agreement from the Lessor. Unauthorized assignment or subletting shall result in forfeiture of the Security Deposit, and any incurred costs of repair or cleaning upon move out shall be the full responsibility of Lessee. Any modifications to the Lease must be coordinated with the Lessor.

## DEFAULT, HOLDING OVER, AND ABANDONMENT

**Should Lessee abandon this Lease at any time prior to the termination date cited above, the full Security Deposit shall be forfeited.** In addition, all unpaid rents through the expiration of this lease will be due and payable at the time Lessee vacates the premises. Lessor may take all legal steps necessary to collect these unpaid funds. **Any Failure of Lessee to comply with the terms and conditions of this Lease shall constitute default on the part of the Lessee and the Lessor shall be entitled to immediate possession of the premises.** Lessor's retaking of the premises shall not be considered an election and Lessor may pursue any course of action for damages. In the event suit shall be brought or collection activity instituted for a violation of or to enforce the provisions of this Lease and/or collect a debt, Lessee agrees to pay all costs of such action, including all attorney's fees and all costs associated with any collection activity. **If Lessee attempts to hold over they will be subject to prosecution for trespassing.**

## RENEWAL TERM

**Nothing herein shall give the Lessee the right to renew this Agreement. Renewal Option Deadline is January 31, 2014. A renewal lease must be signed by the Lessee no later than January 31, 2014 or Lessee forfeits any option to renew.** In the event Lessee does not renew this Lease upon the date cited above, Lessee shall vacate the premises on or before 12:00 NOON on the lease ending date set out in the first paragraph of this Lease.

## RIGHT OF ACCESS

Lessor shall have the right to access the premises, **without notice**, for inspection and maintenance during reasonable hours, and Lessee agrees not to withhold access to the premises unreasonably. In case of emergency, Lessor may enter the premises at any time to protect life and/or prevent damage to the property. In any event, Lessor shall have the right to display a FOR RENT or FOR SALE sign, with appropriate information thereon, on the premises. **Lessor shall have the right of access to the premises for the purpose of showing the unit to prospective tenants upon making a diligent attempt to notify Lessee one (1) day prior to such appointment.**

## USE OF LOT

Lessee shall keep the lot and area in proximity of the unit entrances in clean and neat condition, and shall not put or allow any trash to be put thereon, nor cultivate plants, nor cut any trees without written permission of Lessor. If Lessee fails to properly maintain the yard and surrounding grounds in the immediate proximity of Lessee's unit, Lessors will contract for such service at a cost to Lessee of the cost of such maintenance plus a fee of **\$25.00** for each time service is provided.

## DESTRUCTION OF PREMISES

If the premises are rendered untenable for a period in excess of seven (7) days, for any reason beyond the control of either party, the Lease shall terminate as of the date of such destruction or damage, and rent shall be prorated as of that date. Lessor shall have the right to determine tenability. Should Lessor make a determination of temporary untenability (i.e. due to loss of heat, power or water), Lessor may, at Lessor's sole option, approve a prorated per day credit for rent paid; however, Lessor assumes no obligation for reimbursement to Lessee of other accommodations or hotel/hotel expenses. **Lessee may not withhold rent for any such expenses without the written consent of Lessor.**

## ISSUANCE OF KEYS AND PENALTIES

There shall be **one key issued per Lessee** upon the above-referred date the Lease becomes effective. At the termination of the lease each Lessee or Lessee(s) shall return to the Lessor **ALL KEYS** including the original key and all copies made by the Lessee(s). Failure to return all keys will result in a Fifty (\$50.00) Dollar penalty per key and cost of locksmith. **Lost key policy:** In the event that the Lessee loses a key, the unit **may** be re-keyed at the Lessee's expense and be done by Lessor. Replacement of keys or re-keying will be at the Lessee's expense at a charge of \$50.00 plus any additional applicable fees, including but not limited to locksmith fees, after hours fees, and repair of damages.

## ACCELERATION CLAUSE

In the event Lessee(s) should breach any of the terms of this Agreement, Lessor, in addition to the other rights contained herein shall have the right to accelerate all remaining rents which shall come due hereunder until the expiration date hereon. This includes, but is not limited to, Abandonment, Eviction, lease violations, etc. Lessor may take all legal steps necessary to collect these unpaid funds. Furthermore there will be 1.5% interest charged monthly on any balances owed on lease.

## JURISDICTION

In the event Lessor shall be required to file any action against one or more Lessee herein as a result of Lessee(s)' breach hereof, Lessee(s) herein consent to jurisdiction and venue in Athens, Clarke County, Georgia.

## AGENCY DISCLOSURE

GREEN PROPERTIES MANAGEMENT acts as Agents for the Owner in the Lease and is to be paid a commission by the Owner. GREEN PROPERTIES MANAGEMENT has not acted as Agent in this Lease for the Lessee.

## INDEMNIFICATION

Lessee releases Lessor from liability for and agrees to indemnify Lessor against all losses incurred by the Lessee as a result of:

- (A) Lessee's failure to fulfill any condition of this Agreement;
- (B) Any damage or injury happening in or about the apartment or premises to Lessees, invitees, or licensees or such person's property;
- (C) Lessee's failure to comply with any requirements imposed by any governmental authority; and

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- (D) Any judgment, lien or other encumbrance filed against premises as a result of Lessee's actions.

## SAVINGS CLAUSE

If any provision of this Lease is determined to be in conflict with applicable Laws or Regulations rendering said provision unenforceable, all other provisions of this lease shall remain in full force and effect without such unenforceable provision and to this end, provisions of this Lease are severable.

## SPECIAL STIPULATIONS

The following stipulations agreed upon between the parties, attached hereto and incorporated by reference:

- (A) See "Rules and Regulations for Lease" outlined in EXHIBIT "A".
  - a. I have read the attached Rules and Regulations and understand them. I agree to abide by all rules and regulations and understand that failure to adhere to these rules and regulations will constitute a breach of my Lease Agreement and will entitle Lessor to terminate said Lease Agreement.
- (B) See "Security Deposit Policy and Cleaning Requirements for Move-Out" outlined in EXHIBIT "B".
  - a. I have read the attached Security Deposit Policy and Cleaning Requirements for Move-Out and understand them. I agree by any and all of the above and understand that failure to adhere to these requirements shall constitute a reduction in the refund of Security Deposit. Said charges will be used for proper cleaning of the premises.
- (C) See "Lease Section Checklist" in EXHIBIT "C".
- (D) See "Optional Utility Package Agreement" in EXHIBIT "D", if applicable.
- (E) See "Optional Furniture Package Agreement" in EXHIBIT "E", if applicable.
- (F) Any additional stipulations written in the space provided below:

## TIME IS OF THE ESSENCE

In witness whereof we have hereunto set our hands and seals, on the date and year written above.

_____	_____
LESSEE	DATE
_____	_____
LESSEE	DATE
_____	_____
LESSEE	DATE
_____	_____
LESSEE	DATE
_____	_____
LESSOR	DATE

## EXHIBIT "A"

### RULES AND REGULATIONS FOR LEASE

- (1) **Rent is due and payable on the first day of each month.**
- (2) All yards, decks, patios, hallways, passageways, driveways, etc., shall not be congested or used for storage by Lessee. No interior furniture shall be allowed to be stored permanently or temporarily on the exterior of the premises. No towels, articles of clothing, bottles, beer kegs, mops, trash cans, laundry, car seats, etc., will be permitted to be stored or hung over the patios or balconies of the dwelling, temporarily or permanently.
- (3) Security Deposit will not be returned until the apartment is cleaned and vacated. **Security Deposit is not to be considered as last month's rent and is subject to forfeiture pursuant to lease provisions.**
- (4) The Lessor acknowledges the right of Lessee to entertain friends, but requires the following: No illegal activity, noisy or disorderly conduct, annoying or disturbing to other occupants of the building or apartment community, shall be permitted. Outdoor social gatherings/parties will end or be moved indoors no later than 10 PM and shall be abide by local noise ordinances. A determination as to what activity may constitute a violation of this provision shall be at the sole discretion of Lessor. **Lessee is responsible for all activities of their guests. The following shall apply to complaints concerning a Lessee's violation of this rule. Lessee understands that Lessor may at their discretion proceed with the eviction process after any violation.**
  - (1) **FIRST:** A written warning will be issued to the Lessee, specifying the complaint that was filed.
  - (2) **SECOND:** Upon a second complaint, a **\$50.00** fine will be assessed against Lessee and the Guarantor will be notified.
  - (3) **THIRD:** Upon a third complaint, which is not refuted, a fine of \$100.00 will be assessed and Lessor may, at his discretion, declare the lease to be in default.
  - (4) In order for a Lessee to refute a complaint, it is understood that the burden of proof is upon the Lessee.
  - (5) **Any violation of lease could be considered default and Guarantors will be notified.**
- (5) Lessee should use only approved nail-type hangers to hang pictures on walls. Do not use glue or stick on tape. Do not hang anything on the doors. Lessees should also use caution when cleaning if using bleach, fingernail polish remover, acne medication and plant food. Such substances may bleach carpet.
- (6) All garbage or refuse (including but not limited to beverage cups/containers, paper, gum, wrappers, and cigarette butts) must be carefully wrapped or in bags and placed in appropriate containers (i.e. inside the trash receptacles, not beside them) located on the premises or properly placed for pick up by private or municipal garbage services.
- (7) **Tenant shall not smoke within the residence.** Lessee shall be responsible for all costs to return residence to smoke-free condition, including but not limited to HVAC cleaning/replacement, surface treatments, painting, carpet cleaning/replacement, environment treatments, etc. Smoking is prohibited in common areas such as swimming pools, mailboxes, and around the leasing office. Smoking is allowed outside of the residence, but all cigarette butts and other litter should be extinguished properly and placed in an appropriate trash receptacle. All residents should be respectful of all other residents with regard to requests not to smoke in certain areas.
- (8) All glass, locks, screens and trimmings in or upon doors and windows belonging to the building shall be kept whole and in place. No physical change may be made to the exterior or interior of the dwelling. Repairs or replacement because of removal, breakage, or damage to any of the above shall be charged in full to the Lessee.
- (9) Lessee(s) shall be responsible for promptly reporting all damages done to the premises to Lessor within eight (8) hours of such damages. **If damage is the result of criminal activities, Lessee is responsible for bringing in a copy of the Police Report.**
- (10) Lessee(s) shall be responsible for all costs relating to repairs that may become necessary to their dwelling and dwellings around Lessee(s)' which may be caused by damage to premises from overflow of drains or plumbing clogs due to the abuse or neglect of persons in the premises. **NOTE: LOW VOLUME TOILETS ARE NOT DESIGNED TO ACCOMMODATE ANYTHING OTHER THAN BODY WASTE OR SMALL AMOUNTS OF TOILET TISSUE.** Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Paper towels, wet wipes, feminine hygiene products, sweepings, rubbish, rags, ashes, or **other foreign substances shall not be thrown herein.** Any damage to such apparatus and the cost of cleaning or replacing plumbing resulting from misuse shall be borne by Lessee.
- (11) **Lessee is responsible for cleaning and upkeep of all carpet and flooring within the premises.** Lessee should purchase both a vacuum cleaner and mop, and use them once a week to clean the entire apartment. Once dirt is ground into the fibers of carpet and isn't cleaned regularly, it can be impossible to get clean. Damage from oil, especially cooking oil, often results in full replacement of carpet. Lessee is responsible for all costs related to cleaning or replacing of dirty or damaged carpet/flooring upon termination of the lease.
- (12) Lessee shall be responsible for reporting any change in family size or composition change in any occupant of the dwelling in the Lessor. Failure to do so will be considered a breach of the Lease. All Lessees signing this lease are jointly and severally responsible for payment of the total amount of all rents due. **Number of Lessees per apartment cannot exceed the number of bedrooms in the apartment.**
- (13) No waterbeds will be allowed by the Lessor.
- (14) At no time will motor vehicles be parked on lawns, grass, fire lanes, double parking and yellow or red curb areas. Vehicles shall be parked in designated spaces and facing in the proper direction. No type of non-operative, unregistered vehicle or vehicles with expired tag will be permitted on premises. **Management will remove any vehicle in violation of this paragraph without notice at the expense of the owner of the vehicle.** No repairing or washing of vehicles will be permitted on the premises. Although ample parking space is provided for tenants, this space may prove inadequate at certain times; such as when Lessees may be entertaining or on football or other sports or college activities. Lessor will not guarantee parking spaces.

**EXHIBIT “B”**  
**SECURITY DEPOSIT POLICY & CLEANING**  
**REQUIREMENTS FOR MOVE-OUT**

This outline explains how management will handle move-out inspections and security deposits. Refund of the security deposit is subject to the following provisions:

**Move-In Inspection forms must be completed and returned to Green Properties Management at the time of move-in. A comparison will be made between items listed on this form and the condition of the unit upon move-out and appropriate charges for cleaning and/or repairs will be deducted from the Security Deposit.**

This is a general guide, and may or may not include everything necessary for appropriate cleaning. The intent is for the unit to be returned in the same or better condition than it was received.

**GENERAL CLEANING**

- (1) No holes or scratches on walls other than those made by approved picture hangers. All nails must be removed. Large nail holes must be spackled.
- (2) Ceiling fans, light fixtures and globes must be cleaned. Replace any burned out light bulbs and replace any missing or broken outlet or cable covers.
- (3) All trash must be removed and placed in proper containers.
- (4) Balconies, patios and garages must be free of all debris and swept.
- (5) Door and window tracks must be cleaned. All cobwebs removed from walls, ceilings and corners. Clean all mini blinds; **Damage to mini blinds is the responsibility of the Lessee.**
- (6) All windows must be closed and locked with screens in place and keys ready to be returned to Green Properties Management at the scheduled move out time.

**KITCHEN / LAUNDRY**

- (1) Defrost freezer and clean refrigerator, shelves, crisper, under foot guard which comes off and clean floor under refrigerator. **To avoid damage to refrigerator, leave plugged in and on at the recommended setting.**
- (2) Clean exterior and interior of all cupboards, doors, tile, fan and faucet fixtures. Wipe out dishwasher.
- (3) Clean stove under burners, knobs and over. Clean vent hood and filter. **All drip pans cleaned or replaced.**
- (4) Clean floor.
- (5) Clean washer and dryer; wipe down inside and out. Clean lint trap.
- (6) Clean inside of drawers and cabinets.

**LIVING ROOM / DINING ROOM / BEDROOMS**

- (1) Clean baseboards; clean finger marks off walls, doors and outlet covers.
- (2) Wipe drapery rods and mini blinds.
- (3) Window sills must be cleaned, window interiors washed, and screens left in good condition.
- (4) Leave no marks on walls from stick-on type picture hangers, tape or other fixatives.

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- (5) Closets vacuumed and all clothes hangers removed.

**BATHROOM**

- (1) Toilet, tank, seat and base thoroughly cleaned.
- (2) Clean chrome/wooden fixtures throughout and clean fan fixture.
- (3) Mirrors cleaned.
- (4) Tile and floor cleaned. Also baseboard around floor should be wiped off.
- (5) Clean shower stall(s), bathtub(s) and tiled walls.
- (6) Wipe down inside of drawers and cabinets.

**ADDITIONAL STEPS BEFORE MOVE-OUT**

- (1) All utilities should be paid up to date and taken out of Lessee(s) name as of the lease expiration date.
- (2) A new address is to be left with Green Properties Management for the purpose of mailing Lessee's security deposit refund. **Green Properties Management is NOT responsible for forwarding any mail. Forms to forward mail can be acquired online or at any Post Office.**
- (3) The full term of the lease is to be expired and all unpaid late charges, repair charges and any delinquent rents must be paid prior to issuance of security deposit refund.

**If any or all of the above listed conditions are not met, a portion or all of the security deposit may be forfeited, and further charges may be accrued. Security Deposits are refunded equally to all names on the lease and mailed to the forwarding addresses you provided to Green Properties Management.**

**EXHIBIT "C"**  
**LEASE SECTION CHECKLIST**

Lessee(s) need to initial each line, or initial the first line and draw a line vertically through the remaining lines. By initialing below, I, as Lessee, confirm that I understand and agree to the following:

- 1. This is a legal contract and I am bound to the terms and conditions herein. That each individual/guarantor on the lease is responsible for the full amount of rent each month for the entire term of the lease.
- 2. What a joint lease is and that if an eviction is filed it is filed against all Lessees and Guarantors on the lease whether my roommate pays or not.
- 3. That all rent will still be due under the entire terms of the lease even if I do not take possession, or if I am evicted or abandon the said unit.
- 4. When a check is returned for non-payment there will be a service charge of \$35.00 plus applicable late fees if rent is considered past due. If Green Properties Management receives one (1) checks back from the bank for non-payment, Green Properties Management will no longer accept checks. I will need to pay by Money Order or Bank Cashiers Check.
- 5. If I do not sign my Move-In Inspection Sheet, Green Properties Management will assume the apartment was in perfect condition and I will assume responsibility for all damages.
- 6. I am responsible for turning in all requested Sponsor Guarantees to Green Properties Management. Failure to turn in a Sponsor Guarantee that was requested DOES NOT let me out of any lease obligations, and Green Properties Management can withhold keys if they so choose; but rent will still be due under the terms of the lease.
- 7. I am responsible for all plumbing problems due to my negligence, i.e. toilets backing up, sinks that are clogged due to what has been "put" down the drains. This is also to include responsibility for any and all damages associated with the problem. I will purchase a proper plunger. Green Properties Management is not responsible for clogged drains due to Lessees' fault or cause.
- 8. It is my responsibility to check and change air filters monthly. If my Heating and Air stops working due to a clogged filter, I will be responsible for the charges incurred.
- 9. I will make sure that all utilities are set up at least two (2) weeks before my lease begins. That I can contact utility companies as far in advance as I would like, and schedule service to begin on the starting date of my lease. That I will pay a \$50 fine if utilities are not set up at the beginning of my lease, in addition to all utility charges incurred.
- 11. I will not alter the interior or exterior of my unit without written permission from Green Properties Management. This includes, but is not limited to, painting, wallpaper, and keyed locking doorknobs on interior doors.

- 12. I will not bring any animal onto the premises. \$250 will be charged for each appearance of an animal on the premises, even visiting pets.
- 13. I will not smoke in my apartment. Repairing damage from smoking in an apartment can cost upwards of \$3,000, including but not limited to replacement of air handler, replacement of ductwork, replacement of carpeting, etc.
- 14. I will purchase a vacuum cleaner and mop, and ensure that all flooring is cleaned weekly, because improperly maintaining flooring damages the flooring and I will be held liable for damages.
- 15. I will not install a satellite dish system. Satellites dishes cause damage to units that will be the responsibility of the Lessee if installed.
- 16. All grills must be used and stored in accordance with applicable laws and codes.
- 17. My lease does not begin until the time and date listed. The unit will not be ready until then.
- 19. Green Properties Management does not allow subleasing, except by specific arrangement with Management. If I move out before the end of the lease I am still responsible for the full amount of rent. Green Properties Management does not get involved in roommate disputes.
- 20. If repairs are not reported to Green Properties Management, I will be responsible for all bills incurred, i.e. water bills due to drips or a running toilet, electric charges due to A/C or water heater problems, etc.
- 21. Green Properties Management reserves the right to remove Lessees from a unit after a single lease violation. This is the sole discretion of management.
- 22. No verbal agreement shall supersede anything in this lease agreement. Lease prevails in all situations. Any changes must be in writing and introduced as an addendum to this lease.
- 23. Honest and open communication with Management on any point of confusion or problem is essential. Ours should be a relationship of mutual respect.
- 24. An agent from Green Properties Management has explained the lease to me and I understand what I am signing.

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## EXHIBIT "D"

### OPTIONAL UTILITY PACKAGE AGREEMENT

Accounts for Water, Sewer, and Electricity, henceforth referred to as "Packaged Utilities", can be managed and maintained by Lessor, upon mutual agreement between Lessor and Lessee. This Exhibit explains the terms of this agreement, and shall serve as said agreement.

The following terms shall supersede the "Utilities" subsection of the Lease for as long as the Optional Utility Package Agreement remains in effect:

#### UTILITIES

**Lessor shall provide the following utilities only: trash pickup, yard maintenance, monthly pest control, electricity, water, sewer.**

**Lessee acknowledges responsibility for establishment of the following utility services:** telephone (optional), cable (optional) and internet (optional).

**Electricity and water shall be turned on by Lessor as of the first day of the Utility Package Agreement and shall remain on during the entire term of the Utility Package Agreement.** It shall be the responsibility of the Lessee to notify the Utility Providers of any outages, and then to notify Management only after having done so. If at any time during the term of the Lease Lessee shall cause these utilities to be disconnected, Lessor may at Lessor's option have the disconnected utility or utilities reconnected and lessee shall be responsible for reimbursing Lessor for such costs, including a \$50 fine to management and all utility charges incurred.

Lessor shall only be responsible for maintaining active and current accounts for Packaged Utilities, and shall be held harmless and free from any liability for damages caused by Utility Providers (Georgia Power, Athens-Clarke County Public Utilities, et al.) or misuse.

#### MONTHLY RENT RATE

Upon agreement to these terms, each month's Rent will be set to a Rate that includes Packaged Utilities and any Packaged Furniture (See Exhibit E, if applicable). **This Rate shall be considered the Monthly Rent.** Lessee shall pay this Rate as described in the the "Rent Payments and Late Fees" subsection of the Lease.

This Packaged Rent Rate (including Rent, and any Packaged Utilities and/or Furniture) for the Lease is listed on Page 1 of the Lease.

#### MONTHLY ALLOTMENT AND OVERAGES

Each month, Lessee shall be entitled to usage of Packaged Utilities **not to exceed \$60 per room for the unit.** Any usage in excess of these amounts will be billed to Lessee as Utility Overages, and shall be treated as Late Fees, as described in the "Rent Payments and Late Fees" subsection of the Lease. Payment of Overages must be made before the upcoming monthly Rent will be accepted.

It remains Lessee's responsibility to report maintenance concerns to Management, in accordance with the "Repairs, Fixtures, and Improvements" subsection of the Lease. This includes but is not limited to reporting water leaks (dripping sinks, excessively-running toilets,

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water of unknown origin anywhere inside or outside of the apartment), electrical malfunctions, HVAC concerns, or any other situation which might result in Overages.

Overages due to maintenance concerns before they have been reported to Management will be billed to Lessee. As stated in the Lease, "Lessor shall not be responsible for high utility bills for more than four (4) days of a billing cycle based on the unit's average utility usage for the same seasonal billing period and only if such high bill is determined to be the direct result of the malfunction of an apparatus or appliance installed and maintained by Lessor." Lessor will take reasonable steps to have Packaged Utility bills remedied and adjusted when possible.

#### TERMINATION OF UTILITY PACKAGE

Lessor retains the right to terminate inclusion of Packaged Utilities in Rent at any time, and to revert to the listed Base Rent at such time. Lessee will receive notice of discontinuation of Packaged Utilities, and responsibility for maintaining active accounts for Packaged Utilities will revert to Lessee, in accordance with the "Utilities" subsection of the Lease.

Lessee may terminate the Utility Package by providing written notice to Management along with proof that Lessee has established accounts with the Utility providers. Lessee shall only take over service upon the 1st day of a month in order to pay the listed Base Rent for that month and subsequent months. If Lessor is billed for any amount of Packaged Utilities in a given month, the full Utility Package Rate shall be due to Lessor for that month. Once Lessee assumes responsibility for Packaged Utilities, all terms of the "Utilities" subsection of the Lease remain in effect.

For purposes of Utility Package termination, the Base Rent for this Lease shall be: **\$10,620** payable in 12 monthly installments of **\$885**.

By signing below, Lessee agrees to all terms in Exhibit D, which shall supersede the "Utilities" subsection of the Lease for as long as the Utility Package Agreement remains in effect.

\_\_\_\_\_

LESSEE

DATE

\_\_\_\_\_

LESSEE

DATE

\_\_\_\_\_

LESSEE

DATE

\_\_\_\_\_

LESSEE

DATE

\_\_\_\_\_  
LESSOR

DATE



## EXHIBIT “E” OPTIONAL FURNITURE PACKAGE AGREEMENT

A lease with CORT Business Services (henceforth “CORT”), for a set of furniture for the apartment (henceforth referred to as “Furniture” or “Property”), can be managed and maintained by Lessor, upon mutual agreement between Lessor and Lessee. This Exhibit explains the terms of this agreement, and shall serve as said agreement.

“Green Properties” shall enter as “Lessee” into a lease with CORT for the Furniture, but may extend responsibility for the terms of that lease (henceforth “CORT’s Terms”) to Lessee as listed on Page 1 of this Lease, including but not limited to those terms listed here. A copy of CORT’s Terms may be obtained from Lessor by request.

### MONTHLY RENT RATE

Upon agreement to these terms, each month’s Rent will be set to a Rate that includes Packaged Furniture, and any Packaged Utilities (See Exhibit D, if applicable). **This Rate shall be considered the Monthly Rent.** Lessee shall pay this Rate as described in the the “Rent Payments and Late Fees” subsection of the Lease.

This Packaged Rent Rate (including Rent, and any Packaged Utilities and/or Furniture) for the Lease is listed on Page 1 of the Lease.

This Rate includes Monthly Cost of the Furniture provided by CORT, as well as management fees (See “INCLUDED FURNITURE AND SERVICES” below), Delivery/Installation/Pickup Fees, and a Damage Waiver Fee (See “FURNITURE DAMAGES” below).

### INCLUDED FURNITURE AND SERVICES

**Included Furniture:** Living Room (Sofa, Chair, Cocktail Table, 2 End Tables, Lamp, 32” LCD TV, & TV Stand), Dining Room (Dining Table, & 4 Dining Chairs), and per Bedroom (1 Dresser/Mirror, 2 Nightstands, 1 Lamp, 1 Twin Bed with Headboard, 1 Desk with Chair).

Individual beds may be upgraded to Queen beds at an additional rate of **\$15** per bed per month. **This Packages includes 0 Queen Bed Upgrades.**

According to CORT’s materials, “At the end of every lease term, the furniture that was rented is fully evaluated with an exhaustive inspection checklist that makes the word ‘rigorous’ seem understated. Every item is cleaned, steamed, repaired, reupholstered, touched up and graded again to determine its condition, which must be Grade A showroom quality to be rented.”

Furniture shall be selected from options of equivalent value; style is not guaranteed, and any exchanges after delivery will be made at Lessee’s expense, according to CORT’s Terms.

Lessor shall schedule delivery of all Furniture included in a new Lease, on or before the Lease Term’s Beginning date, following a full Turn by Lessor on the empty apartment. CORT will deliver, assemble, and install all Furniture according to a standardized layout. Furniture may be rearranged within the unit at Lessee’s discretion, but may not be removed from the unit. At the end of a Lease that has not been renewed for another term, all furniture will be removed by CORT.

### FURNITURE DAMAGES

The Packaged Rent Rate includes a Damage Waiver Fee to be paid to CORT. According to CORT’s Terms:

“For this fee, CORT will bear all risk of damage or loss to the Property (including damage or loss caused by natural disasters such as fires, floods, earthquakes and

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tornadoes) EXCEPT for damage or loss caused by theft, disappearance, gross negligence, misuse or abuse (including without limitation damage by cigar or cigarette burns, pets, and insect infestation), for which Lessee will remain responsible.”

Lessee should treat all Furniture with respect and care. Lessee may be billed for damages to Furniture not covered by the Damage Waiver Fee, according to CORT’s Terms:

**“RESPONSIBILITY FOR MAINTAINING THE PROPERTY:** CORT inspects the Property prior to delivery to insure that it is free of material defects or infestation. Lessee is responsible for maintaining the Property in good condition, subject to ordinary wear, and for any damage, loss or destruction not covered by the Damage Waiver Fee [...]. In the event of damage or loss not covered by the Damage Waiver Fee [...], CORT will charge Lessee its costs of replacing or repairing the Property, including materials, parts and labor which will be detailed on the final billing statement. Lessee will not remove any item of Property from the delivery address without CORT’s prior written approval. If Lessee fails to return the property as required, Lessee will be liable to CORT for an amount up to the replacement cost of the Property plus handling fees in addition to all other payments and charges due under this Lease.”

Green Properties may bill Lessee following receipt of damage fees issued by CORT.

### TERMINATION OF FURNITURE PACKAGE

Lessor retains the right to terminate inclusion of Packaged Furniture in Rent at any time, and to revert to the Base Rent listed publicly at the time of Lease signing, including any Packaged Utilities. Lessee will receive notice of discontinuation of Packaged Furniture, and a date for pickup will be provided.

CORT retains the right to terminate this agreement and repossess Property without legal process, according to CORT’s Terms.

Lessee may not terminate the Furniture Package except at the end of their Lease term. Lessee may renew the Lease for another year without the Furniture Package. Nothing guarantees Lessee the right to renew the Furniture Package.

By signing below, Lessee agrees to all terms in Exhibit E.

LESSEE	DATE
LESSEE	DATE
LESSEE	DATE
LESSEE	DATE
LESSOR	DATE