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Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease (the "Lease") made 02/08/2016 is between LIT Property Services (hereinafter called "Management") and Jane Doe (hereinafter individually and collectively called "Resident").

Management leases to Resident, and Resident leases from Management:

747 Durant Place
5
Atlanta, GA 30308

(the "Premises") under the following conditions:

1.2 LEASE DURATION

The initial term of this Lease shall be 12 months, beginning on 03/01/2016, and ending at 02/28/2017.

1.3 RENTS AND CHARGES

You shall pay \$0.00 per month for rent. The first month's rent and/or last month's rent

Security Deposits	\$0.00
Total:	\$0.00

and/or prorated rent amount of \$0.00 shall be due prior to move-in.

All rent shall be payable in advance on or before the 1st day of each month during the term of this Lease. Rent shall be payable at the office of Management or at any such other place Management may designate. Rent may be mailed to the following address: LIT Property Services

724 Monroe Drive
Suite B
Atlanta, GA 30308

LATE PAYMENTS AND RETURNED CHECKS: Time is of the essence for this Lease and if Management elects to accept rent after the 3 days day of the month, a **Late Payment Charge** of 15 Percent of Monthly Owed will be due as additional rent. Management also reserves the right to file a dispossessory warrant with the County Marshal's Office for unpaid rent. The administrative charge for filing is **\$200.00** and shall be added to any other charges for which the Resident is responsible. Resident agrees to tender all late rents to Management in the form of cashier's check, certified check or money order. In the event Resident's check is dishonored by that bank, Resident agrees to pay Management

\$50.00 as a Handling Charge and the Late Payment Charge. Returned checks must be redeemed by cashier's check, certified funds or money order.

1.4 POSSESSION

If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the first day of the initial term, then Resident may void this Lease and have full refund of any deposit. Management shall not be liable for damages for delay in possession.

1.5 SECURITY DEPOSIT

As security for the performance by Resident of its obligations under this Lease, Resident agrees to deposit \$0.00 with Management before taking possession of the Premises. The unused portion of the deposit will be returned to Resident within 30 days after the Premises is vacated, if:

- a) Lease term has expired or this Lease has been terminated by both parties in accordance with the express provisions thereof; and
- b) Resident has given Management 60 days' written notice prior to the date of the expiration or termination of the term of the Lease as of the last day of the calendar month. All monies due Management by Resident have been paid; and
- c) Apartment has been thoroughly cleaned and is not damaged and is left in its original condition, normal wear and tear excepted, as assessed by the attached Move In/Move Out Inspection Report; and
- d) Resident has provided Management with a **written** notice of the forwarding address of the Resident.

Management shall apply the deposit to satisfy all or part of Resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. Resident agrees (i) not to apply the deposit to any rent payment and (ii) to pay \$ 100.00 for all unit keys not returned, \$75.00 for failure to return all postal keys and \$300.00 for failure to return all common area keys. Resident's security deposit will be deposited by Management or Owner (as hereinafter defined) in an escrow account to be determined. In the event that Management elects to deposit Resident's security deposit in an interest bearing account, Resident acknowledges and agrees that any interest earned on such deposit shall belong to Management.

1.6 DEFAULT BY RESIDENT

Any breach or violation of any provision of this Lease by Resident, or any untrue or misleading information in Resident's rental application, shall give Management the right to immediately terminate this Lease and to take possession of Premises, re-rent Premises, and hold Resident liable for the remainder of the term.

1.7 EVICTION POLICY

Rent and all other monies due under this Lease must be paid within (3) days after the expiration of the grace period as provided for in Section 3 above. If said amounts are not received within said time period, this notice constitutes "demand for possession" of the Premises on the fourth (4) day after the expiration of the grace period as provided for in Section 3 above.

1.8 UTILITIES

UTILITIES AND UTILITY TRANSFER POLICY: Management agrees to furnish or cause to be furnished only the following utilities:

WATER, SEWER AND GARBAGE:

Water, sewer, and garbage will be provided for a standard charge of:

(A) Studio: \$50 per month (B) 1 Bedroom: \$60 per month (C) 2 Bedroom: \$75 per month (D) 3 Bedroom: \$100 per month

The standard charge will be for up to two occupants. An additional charge of \$15 per occupant thereafter will be assessed for units that are occupied by more than two Residents. Resident will be charged an additional amount, as determined by Management, for failing to promptly notify Management of any water leaks or running toilets.

If the utilities in the Premises are currently on, they are on a special service contract for vacant units. If you call immediately to have the service put in your name, the utility company will be able to simply read the meter, and you may not have to be at your home to meet them. Any utility service that is Resident's responsibility, not in the name of Resident, will be cut off three (3) days after the date hereof. Please refer to this Lease or ask your leasing agent which utilities will be your responsibility.

Management shall in no event be liable for any interruption or failure of utility services required to be furnished by Management to the Premises or any damages directly or proximately caused thereby; the only obligation of Management shall be reasonable diligence in its efforts to restore such services. Resident agrees that all other utilities shall be Resident's sole responsibility and expense. Resident is required to maintain legal delivery of gas and/or electric service if not provided by landlord in this paragraph.

1.9 USE

The Premises shall be used for residential purposes only and shall be occupied only by the Person(s) and pet(s) named in Resident's application to Lease. Any request to change roommate date hereof must be submitted to Management in writing. The approval of roommate changes shall be at the sole discretion of Management. The Premises shall be used so as to comply with all state, county and municipal laws and ordinances. Resident shall not use the Premises or permit the Premises to be used for any disorderly or unlawful purpose (including unlawful controlled substances, e.g., drugs) or in any manner so as to interfere with other resident's quiet enjoyment of their premises. Violations of this Section shall constitute a breach of this Lease and may result in immediate termination of this Lease pursuant to the terms contained herein.

Person(s) and pet(s) named in Resident's application to Lease. Any request to change roommate date hereof must be submitted to Management in writing. The approval of roommate changes shall be at the sole discretion of Management. The Premises shall be

used so as to comply with all state, county and municipal laws and ordinances. Resident shall not use the Premises or permit the Premises to be used for any disorderly or unlawful purpose (including unlawful controlled substances, e.g., drugs) or in any manner so as to interfere with other resident's quiet enjoyment of their premises. Violations of this Section shall constitute a breach of this Lease and may result in immediate termination of this Lease pursuant to the terms contained herein.

Apartment is to be occupied by Jane Doe , ,

1.10 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

1.11 KEYS AND LOCKS

You will be provided the following keys:

Front door

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

X JD
Jane Doe

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Policies and Procedures

2.1 COMMUNITY POLICIES OR RULES

1. Smoking: Smoking is prohibited in the building common areas.
2. Locks: Resident is prohibited from adding locks, changing, or in any way altering locks installed on the doors of the

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Responsibilities

3.1 HOLD OVER

Resident shall remove all of Resident's property and deliver possession of Premises in a clean condition and good order to Management upon termination or expiration of this Lease. Acceptance of a full month's rent after the expiration of this Premises Lease shall be considered as a renewal of this Lease on a Month-to-Month term. If Resident gives notice to vacate the Premises and fails to completely vacate prior to the expiration of the notice, Resident shall be liable for 2 times the daily rental for each day the Resident remains in the Premises after expiration of the notice.

3.2 ABANDONMENT

If Resident removes or attempts to remove possessions from the Premises, other than in the usual course of continuing occupancy, without having first paid all monies due Management, the Premises may be considered abandoned, and Management shall have the right, without notice to Resident, to store or dispose of any Resident's property remaining on the Premises after the termination of this Lease. Any such property shall be considered Management's property and title thereto shall vest in Management. Management shall also have the right to re-rent the Premises after Resident abandons the Premises.

3.3 INDEMNIFICATION

Resident releases Management and Owner from liability for and agrees to indemnify Management and Owner against all losses incurred by Management and/or Owner as a result of (a) Resident's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about Premises or Premises to Resident's invitees or licensees or Management's other Residents or such persons' property, if such damage or injury be due to any failure of Resident to report in writing to Management any such defective condition; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against the Premises or the property where the Premises is located as a result of Resident's actions.

3.4 NOTICES

Any notices required by this Lease shall be in writing and shall be deemed to be given if delivered personally or mailed by certified mail or sent via email.

3.5 REPAIRS

Resident accepts the Premises in "as is" condition as suited for the intended use. Resident understands and agrees that the Premises, equipment and fixtures shall be under the control of Resident and Resident agrees to keep said Premises, together with the fixtures therein, in a clean, sightly and sanitary condition. After receipt of written notice from Resident, Management shall make necessary repairs to the Premises with reasonable promptness. If Resident or Resident's guests or invitees cause any damage to the Premises or fixtures therein, beyond normal wear and tear, Resident agrees to

pay Management the cost of repair with the next rent payment. Resident may not remodel or structurally change the Premises, nor remove any fixtures from the Premises. No alteration of wiring for the purpose of data transmission or additional telephone service is allowed without the prior written consent of Management.

3.6 RIGHT OF ACCESS

Management or Owner shall have right of access to Premises, without notice, for inspection and maintenance during reasonable hours. In case of emergency, Management or Owner may enter at any time to protect life and prevent damage to the property. During any notice period, Resident authorizes Management or Owner to show the Premises to prospective residents and/or buyers between the hours of 8 am and 7 pm. Failure to allow access for purposes of reletting will result in termination of notice to vacate.

3.7 FAILURE OF MANAGEMENT ACT

Failure of Management to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of Management's rights to act on any violation of this Lease.

3.8 REMEDIES CUMULATIVE

All remedies under this Lease or by law or by equity shall be cumulative. In a civil suit or dispossessory warrant for any breach of this Lease, the prevailing party shall be entitled to attorney fees in the amount of 15% of any outstanding principal and interest and all expenses of litigation, including, but not limited to, court costs and/or dispossessory warrant costs and/or administrative filing fees.

3.9 FIRE

This Lease shall be terminated if the Premises is uninhabitable due to fire as long as the fire was not the responsibility of Resident, or Resident's occupants, family members, guests, invitees and licensees. If Resident, or Resident's occupants, family members, guests, invitees and licensees were responsible for the fire and the Premises are uninhabitable, then Resident and all others must promptly vacate the Premises and Resident shall remain liable for Rent and damages.

3.10 DISCLOSURE

LIT Property Services, address 724 Monroe Drive, Suite B, Atlanta, GA 30308 is authorized to manage the Premises. Agent for service is the same.

3.11 MOVE IN/MOVE OUT INSPECTION REPORT

Resident(s) acknowledge(s) that Resident(s) has/have received a MI/MO inspection to be completed, signed and returned to management, thereby allowing resident(s) to report, to management on this form within 72 hours after resident(s) is/are given possession of the premises. **Any damages unreported within 72 hours, on this form, shall be presumed to have occurred during current occupancy of the premises.**

3.12 UTILITY TRANSFER

Tenant must call before the beginning of the lease to transfer utilities into tenant name. A \$75.00 fee will be charged for any utility not

transferred as of lease start date as well as prorated charges non-transferred use of utility during lease terms. Utilities must be on during entire lease period. Tenant is responsible for any damages that may occur to the leased premises if tenant fails to maintain utilities per lease agreement. Tenant is responsible for disconnecting service upon termination of lease. Please refer to section 1.8 of lease agreement for which utilities apply. Phone and Cable are not considered as utilities but contact information is provided below. For a list of utility providers please see below.

*City of Atlanta Trash: This may be an additional fee along with your rent. *Please refer to section 1.8 of the Lease. County Trash: if you live outside city limits, you must make arrangements for private trash service provider. For a list of waste removal companies please see attached.*

747 Durant Place
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Atlanta, GA 30308

Power Company:

Georgia Power (888) 660-5890

Gas Companies:

Georgia Natural Gas (770) 850-6200

Scana Energy Regulated (866) 245-7745

MX Energy (800) 785-4373

Gas South (877) 332-5442

Stream Energy (866) 447-8732

Atlanta Light and Gas (800) 427-5463

Water Department:

City of Atlanta Watershed (404) 658-6500

Clayton County Water (770) 960-5200

Cobb County Water (770) 423-1000

College Park Water (404) 669-5080

Dekalb County Water (404) 378-4475

Locksmith

Lock Doctor, Inc.-(770) 476-7135

Towing

Buckhead Towing (404) 223-5982

Phone:

AT&T (800) 222-0300

Comcast (404) 266-2278

Waste Removal

City of Atlanta Sanitation (404) 330-6858

Waste Management (404) 794-6707

Waste Industries (770) 577-3545

Republic Services (678) 963-2800

X J D
Jane Doe

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General Clauses

4.1 LIENS OR SALE

2. Resident's rights under this Lease shall at all times be automatically subordinate and subject to any mortgage, deed to secure debt, which is now or shall hereafter be placed on property in which the Premises is a part. Upon request from Management or Owner, Resident shall promptly execute any certificate that Management may request to specifically implement the subordination of this Lease pursuant to this Section 26. Any sale of the Premises shall not affect this Lease or any of the obligations of Resident hereunder, but upon such sale, Management shall be released from all obligations here under and Resident shall look solely to the new owner of the Premises for the performance of the deed of "Management," hereunder, from and after the date of such sale. In the event that the property is sold, the new owner can terminate the Lease upon 60 days written notice without cost or penalty to the Resident or such new owner. In the event that the property in which the Premises is located is being converted to condominiums, either party may terminate this Lease upon 60 days prior written notice. Resident further acknowledges and agrees that notwithstanding the subordination contained in this Section 26, any lender having a mortgage or deed to secure debt on the Premises or the property in which the Premises is located, may foreclose its mortgage or deed to secure debt subject to Resident's rights under this Lease, provided Resident is not in default or in violation of this Lease at the time of such foreclosure.

4.2 ENTIRE AGREEMENT

This Lease and any attached addenda constitute the entire Lease between the parties and no oral statement(s) or agreement(s) shall be binding on either party. Deleting any word or portion of this Lease shall render it null and void, unless both Management and Resident(s) initial and date such change(s). In the event that any part, paragraph, or stipulation of this Lease is attacked and sued upon in any court as to legality or reasonableness, Resident and/or Management agree that a revision that is determined to be reasonable and legal by a court will be acceptable in lieu of any provision contained herein, and the balance of this Lease shall remain in full force and effect.

4.3 KEYS

Resident has received Apartment keys, Common Area keys, Gate keys, Postal keys. Resident is responsible for all keys given upon move-in and will be charged for any lost/stolen keys. Cost of keys varies depending on type of lock. If a lock change is required due to lost/stolen keys or damage to the lock, Resident will be charged for parts and labor involved in such lock change.

4.4 SPECIAL STIPULATIONS

The following special stipulations shall control in the event of a conflict with any terms and conditions of this Lease:

1. Interest at the legal rate for the State of Georgia is due and payable on rent that is past due. All money due shall be considered rent under the terms of this Lease.
2. No cash payments are accepted.
3. If Resident has received any concession under the terms of this Lease and Resident fails to fulfill the terms of this Lease including payment in full and on time, Management reserves the right to revoke this concession if full compliance under the terms set forth herein are not met. Time is of the essence of this Lease and the terms and conditions contained herein.

4.5 SMOKE DETECTOR ACKNOWLEDGEMENT/ COMPLIANCE

Resident acknowledges that Management has informed Resident that the smoke detector is in working order.

1. Resident must check the smoke detector by pressing the alarm button every month, to hear the alarm.
2. Resident agrees to never remove the battery from the smoke detector except while installing a new battery.
3. Resident agrees that during the current term and during any extension of this Lease, Resident will continue to check the smoke detector monthly, install a new battery if needed, and immediately inform Management in writing if the smoke detector needs repair or replacement.

4.6 MOVE OUT COST SCHEDULE

Resident will be charged at move-out for all repairs or replacements due to damage beyond normal wear and tear, or due to Resident's failure to make a timely report of needed repairs during the term of the Lease. The prices listed below are average prices only, and may be increased due to cost of parts or labor. If the Security Deposit held by Management is insufficient to cover charges due, Resident will be billed the additional amount and Resident shall deposit such additional amount with Management within three (3) days after Resident receives said bill. All unpaid rents or other unpaid charges will be reported as a collection item thirty days after move out.

The following is not an all-inclusive list and Resident may be charged for the repair or replacement of items that are not set forth in the list below and for any additional labor charges associated with such repairs.

Window blinds, drapes	\$50 per window
Carpet cleaning	\$75 per room
Wallpaper removal/paint	\$250 per room
Paint over non-neutral color	\$250 per room
3" or less sized wall repair	\$150 per repair
Over 3" wall repair	\$250 per repair
Window screens	\$75 each
Window glass minimum	\$100 per pane

Door keys not returned	\$100 per lock
Common area key not returned not specified in Lease	\$300 per lock if
Mailbox key not returned specified in Lease	\$75 per lock if not
Garbage Disposal specified in Lease	\$250 each if not
Interior doors	\$375 each
Exterior doors	\$500 each
Light fixtures	\$150 each
Light bulbs	\$4 each
Refrigerator shelves	\$75 each
Refrigerator bins & condiment bars	\$150 each
Flea/pest treatment	\$100 per trip

4.7 MOLD AND MILDEW

Resident agrees to monitor climate control, to keep the unit dry and clean, and to take all possible measures to reduce and prevent mold and mildew from developing. Resident shall remove visible moisture that may accumulate on windows, walls, floors, and ceilings and other surfaces as soon as possible. Resident shall keep open any of the heating, ventilation, or air-conditioning ducts in the unit. Resident is responsible for promptly reporting to Management, in writing, any and all of the following:

1. Any water leaks or excessive moisture in the rental property, whether in the unit or the common areas.
2. Any failure or problem with the heating, ventilation or air-conditioning systems.

Resident shall be responsible for all damage to the unit and Resident's property as well as injury to Resident and Resident's guests, invitees and licensees due to failure to prevent, treat, or report mildew or mold.

4.8 DRUG FREE HOUSING POLICY

DRUG FREE HOUSING POLICY: In consideration of the execution or renewal of a Lease of the dwelling unit identified in the Lease, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other invitee shall not engage in criminal activity, including drug-related criminal activity, on or near complex Premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802).
2. Resident, any member of the Resident's household, or a guest or other invitee shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises.
3. Resident or members of the household, guest, or other invitee will not permit the dwelling unit 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.

- 4. Resident or members of the household, guest, or other invitee will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near Premises or otherwise.
- 5. Resident, any member of Resident's household, or guest or other invitee shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near Premises.

Violation of any of the above provisions shall be a material violation of the Lease and, at the sole discretion of Management, may result in a termination of tenancy.

4.9 LEAD BASED PAINT HAZARD NOTIFICATION PROCEDURE

Occupant Confirmation

Pamphlet Receipt

____ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Owner-occupant Opt-out Acknowledgment

____ (A) I confirm that I own and live in this property, that no child under the age of 6

resides here, that no pregnant woman resides here, and that this property is not a

child-occupied facility.

Note: A child resides in the primary residence of his or her custodial parents, legal

guardians, foster parents, or informal caretaker if the child lives and sleeps most of the

time at the caretaker's residence.

Note: A child-occupied facility is a pre-1978 building visited regularly by the same

child, under 6 years of age, on at least two different days within any week, for at least

3 hours each day, provided that the visits total at least 60 hours annually.

If Line A is initialed, initial either Box B or Box C, but not both.

____ (B) I request that the renovation firm use the lead-safe work practices required

by EPA's Renovation, Repair, and Painting Rule; or

____ (C) I understand that the firm performing the renovation will not be required to use the

Lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

Jane Doe

Signature of Owner-occupant
Date

Signature

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered

but a tenant signature was not obtainable; you may check the appropriate box below.

____ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

____ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (Fill in how pamphlet was left).

Jane Doe

Signature of Person Certifying Lead Pamphlet Delivery

747 Durant Place
Atlanta, GA 30308

4.10 EMERGENCY MAINTENANCE

Please call (770) 929-6464 to report an after-hours maintenance emergency or any other situation/emergency that cannot wait until normal business hours. **In the event of a life-threatening emergency, please call 911!**

When calling this number, be sure to have the following information ready:

1. YOUR NAME AND ADDRESS
2. YOUR PHONE NUMBER OR A WAY YOU CAN BE CONTACTED
3. NAME OF YOUR COMPLEX
4. NATURE OF THE PROBLEM

*****AN ADULT MUST BE PRESENT FOR WORK TO BE DONE*****

In addition, if you get locked out of your Premises, you should call this number. Management reserves the right to not perform lockout service after normal business hours. If Management elects to assist in an after hours lockout, the charge for this service will be \$100.00 per hour, and is due and payable in the form of check or money order at the time the service is completed. Management

may advise Resident to contact a locksmith of their choice. Resident will be responsible for providing Management with new keys, if applicable, the next business day.

To be considered an **EMERGENCY** any one of the following must be present:

- Any **STRONG** smell of **GAS** or **SMOKE**. This does not include the level of gas odor associated with a pilot light going out. That should be the first thing you check before calling in an emergency. Check the furnace second. **The lighting of pilot lights is the responsibility of the Resident.**
- Any electrical problem. This does **NOT** include burned out bulbs or wall outlet/light switches that haven't been used, do not work, or show no signs of fire hazard. This should be called into Management so a regular work order can be written up.
- Any leaks where water is coming out of the floor or behind the walls. It does include clogged toilets (when there is only one toilet in the Premises) or if the toilet constantly runs.
- No heat when the temperature inside the Premises is **55 degrees or colder**.
- An air conditioner that is not cooling when the inside temperature is **85 degrees or warmer**.
- Possible safety threats: For instance, a broken window that could allow illegal entry.

Non-emergency maintenance requests should be directed to Management at the address provided for in Section 5 of this Lease or such other address provided by Management. **NON-EMERGENCY CALLS WILL BE CHARGED TO THE RESIDENT AT A RATE OF \$100 PER HOUR.** Please **DO NOT** give maintenance requests to a maintenance person. Work orders **MUST** be filed with Management.

4.11 JOINT AND SEVERAL LIABILITY

If Resident consists of more than one person or entity, the obligations all such Residents or entities under this Lease shall be joint and several.

4.12 WAIVER OF JURY TRIAL

Except in connection with eviction proceedings, Resident waives the right to trial by jury in any action, proceeding or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Management and Resident, Resident's use or occupancy of the Premises or involving the right to any statutory relief or remedy. Resident hereby waives the right to interpose any counterclaim of any nature in any summary proceeding or action instituted by Management or Owner against Resident or in any action instituted by Management or Owner for unpaid rent or additional rent under this Lease.

4.13 ATTORNEY FEES

If either party commences an action against the other arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees not to exceed \$500.00 and costs of suit.

X JD
Jane Doe

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Bed Bug Addendum

5.1 PARTIES

This Addendum is in reference to the Rental Agreement entered into between the Residents and Landlord at the following

747 Durant Place
Atlanta, GA 30308

LIT Property Services
Jane Doe

5.2 ADDENDUM GOALS

Maintain highest quality living environment for residents. Maintain a clean unit to help reduce the risk of infestation from bed bugs. The landlord has inspected the unit prior to the new lease and has no knowledge of any infestation of bed bugs. The residents have an important part in preventing infestations. Even though housekeeping may not always prevent bed bugs it can help reduce the chances and help in the identification of occurrence. **Resident agrees to comply with the following rules to prevent infestation.**

5.3 REPORTING

Tenants will report any signs of bed bugs immediately. Do not wait as infestation can spread to other areas and to other units. Report any maintenance needs immediately as bed bugs can enter through the smallest of cracks, crevices and other openings.

5.4 GOOD HOUSEKEEPING

Tenants will configure furniture to help minimize areas where bed bugs like to hide. Keeping furniture away from walls can help. Tenant will use zippered covers that are impermeable on all mattresses and box springs. Tenant will keep unit clean by regularly vacuuming and dusting, especially in the bedrooms or sleeping areas. Clutter will be removed immediately, as this can be a breeding ground for infestation. Any new or used furniture that comes into the unit will first be inspected for bed bugs. Second hand furniture should be thoroughly inspected. If you are returning from traveling always inspect all your belongings for infestation. If having guest, resident will inspect the unit for infestation.

5.5 PEST CONTROL

Resident agrees to comply with and cooperate with pest control services. This can comprise of the following:

- 1. Vacuuming all floors, closets, all furniture, mattresses, box springs, cushions, drawers, and bedding.
2. Removing all bedding and securing in non permeable bags to transport to either landfill or laundry.
3. Mattresses must be inspected carefully, if minimal infestation mattresses can be cleaned and covered with vinyl covers and used again. Heavy infestation will require disposal in an appropriate manner.
4. Inspection of all personal property, including but not limited to toys, shoes, clothing, bedding, night stands, dressers, boxes, and stored items.
5. Bag washable and non-washable items separately. Used bags must be discarded following local rules for disposal.
6. Clean all machine washable items (bedding, drapes, clothing and other items) in the hottest water available and dry at the highest setting. Discard any items that cannot be decontaminated.
7. Make sure to arrange furniture for easy access so the pest control company can access all areas of the unit, walls, closets etc.

Resident agrees to reimburse the landlord for treatment cost if it is determined that any infestation of bed bugs commences in the residents unit.

5.6 ACKNOWLEDGEMENT

Resident agrees that failure to comply with the terms of this addendum shall constitute a breach of the Lease Agreement and may subject tenant to legal action, including but not limited to dispossessory proceedings. Tenant agrees to reimburse the Landlord for the expenses which arise in any action, claim, loss, damage, including but not limited to attorney's fees the landlord may sustain or incur as a result of the failure of the tenant or guest of the tenant to comply with the terms of the addendum or Georgia state law.

**Tenant guarantees that all personal property and furnishings that will be moved into the unit have been inspected and are bed bug free.

X JD
Jane Doe

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Pet Addendum

6.1 PARTIES

This agreement made this 03/01/2016, is between LIT Property Services (hereinafter called "resident") and Jane Doe (hereinafter called "resident") and is an addendum to a certain Apartment Rental Agreement (hereinafter called "lease")

between management and resident for the rental of apartment located at

747 Durant Place
Atlanta, GA 30308

Management permits resident to keep the pet described below in said apartment under the following terms and conditions.

6.2 DESCRIPTION

The pet's description is

(Attach photograph if applicable)

6.3 TERM

Resident may keep pet in said apartment for the duration of the term provided in the lease.

6.4 NON-REFUNDABLE PET FEE

A non-refundable pet fee in the amount of \$ shall be paid by resident to management to compensate for the cost of anticipated cleaning and/or repairing damages that pets must necessarily cause to floor vinyl and carpet surfaces.

6.5 REPAIRS

Due to the potential extreme damage that pets may cause, the refundable pet security deposit, non-refundable pet fee or additional rent under this agreement are not a limit of resident's liability for damages to apartment, carpet or flooring replacement, flea spray or shampoo and deodorizing charges.

6.6 INDEMNIFICATION AND INSURANCE

Resident indemnifies management from and agrees to acquire sufficient renter's insurance and/or other liability insurance to cover the wrongful actions and behavior of the pet. Such indemnification and insurance shall include but not be limited to the attack or biting of other residents, occupants, guests, or invitees in the resident's apartment or any other apartment, building or grounds of the apartment community.

6.7 PET RULES AND REGULATIONS

In addition to those rules set forth below, management may change or amend them by providing written notice to the resident.

- 1. Pets shall be walked outside on leash only.
2. Pets shall not be allowed to run "free" or untethered.
3. Pets shall not be tethered to building components, plant materials, or other objects outside of resident's apartment.
4. Pets shall not be allowed in leasing office, clubhouse, laundry rooms, fitness or exercise facilities, swimming pool areas, tennis court areas or other recreational facilities.
5. Pets shall be relieved in designated "Pet Areas" or in their absence natural, wooded areas. Landscaped areas shall not be used for this purpose, and resident shall be responsible for cleaning up and disposing of waste.

6.8 EARLY TERMINATION

If resident decides to not keep the pet in said apartment, resident may terminate this agreement upon a 30-day written notice to management. Management may terminate the agreement at any time if any of the rules set forth above are violated. Management may require the resident to remove pet from property if the rules set forth are violated. Failure to do so would be a breach of the addendum and the lease.

6.9 FLEA TREATMENT

If upon termination of resident's occupancy of the apartment, the apartment is in need of treatment for fleas, the cost of any such treatment shall be the responsibility of the resident. **This paragraph applies only upon termination of occupancy, not periodic treatments.**

X JD
Jane Doe

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Sign and Accept

7.1 ACCEPTANCE OF LEASE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person by Resident the day and year entered on the signature line below, acknowledging having read, understood and agreed to adhere to all of the above stated terms and conditions of this Lease.

X Jane Doe
Lessee IP Address: 24.98.197.137
02/08/2016 10:33am EST

X Jessy Porter
Lessor IP Address: 24.98.197.137
02/08/2016 10:48am EST

SAMPLE