

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 HERETO.

Signed, Sealed and Delivered on this _____ day of _____, 20____.

SCARBOROUGH PLACE MANAGEMENT

Signature Tenant #1

Signature Tenant #2

Signature Tenant #3

Signature Tenant #4

**RESIDENTIAL LEASE AGREEMENT
SUMMARY/DEFINITION OF TERMS**

DATE _____

NUMBER OF TENANTS _____

TENANT NAME(S) &
CURRENT ADDRESS(ES) _____

PROPERTY ADDRESS/
LEGAL/DESCRIPTION Apartment # _____, **Scarborough Place Apartment**, street address, **345
Research Drive, Athens, Clarke County, GA, 30605.**
(Hereinafter referred to as the "Premises" or "Unit") "Property" means the entire
Scarborough Place Apartment complex.

TERM _____ Months

BEGINNING DATE _____ TERMINATION DATE _____

MONTHLY RENTAL RATE _____; TOTAL RENT DUE UNDER TERM \$ _____
(“Rent shall mean any Monthly Rent and any Additional Rent due hereunder)

RENTAL FOR INITIAL
MONTH OF OCCUPANY Will be prorated in the amount of \$ _____ from noon of the ___ day of
_____, through noon of the ___ day of _____, 20____
inclusive.

SECURITY DEPOSIT \$ _____ PET FEE, IF APPLICABLE \$ _____

UTILITIES Specified in paragraph 19

SPECIAL STIPULATIONS

1. At the termination of the Lease, the Tenant(s) shall return to Management ALL KEYS , including the original and any copies made by Tenant(s). Failure to return all keys will result in a \$50.00 charge.
2. Also, see attachment document which is incorporated into this Agreement: Addendum "A" Rules and Regulations.
3. This Agreement is contingent upon Management receiving valid Security Deposit payment from Tenant. If bank refuses Security Deposit payment for any reason Management may void this Agreement. The Security Deposit is being held in an escrow account #2153458496 and located at Athens First Bank & Trust, Athens, Georgia.

TERMS, CONDITIONS, COVENANTS AND PROMISES

1. Management on behalf of, and in accordance with a separate Property Management Agreement with, E cru, LTD and Calathus, LLC, agrees to rent Tenant (singular includes the plural) the Premises described hereinbefore in the SUMMARY OF TERMS under the terms and conditions hereinafter stated (the "Agreement").
2. **RENTAL RATE AND TERM.** Tenant shall be entitled to occupy the Premises for the TERM beginning at noon on the BEGINNING DATE and continue through noon on the TERMINATION DATE inclusive. During the Term the MONTHLY RENTAL RATE shall be due on the first day of the month in which the total rent accrues. Rent checks shall be made payable to _____. The total amount to be paid during the term is described hereinbefore in the SUMMARY OF THE TERMS. Rental for the initial month of occupancy will be prorated, if necessary, in the amount described hereinbefore in the SUMMARY OF TERMS. Rental shall be delivered to Management at such location as Management may designate in writing. Until further notice is given, Rent is to be mailed to the following address:

**SP Management Office
345 Research Drive, unit 42
Athens, GA 30605**

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 Rental will be due as Additional Rent.
4. **RETURNED CHECKS.** If the bank returns a check unpaid, an additional charge of \$25 will be due as Additional Rent 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 with 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 acknowledged receipt of the Security Deposit for Tenants' fulfillment of the conditions of this Agreement. Balance of the Security Deposit will be returned to Tenant together with an accounting of the full Security Deposit amount 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 have been paid in full;
 - c. Premises is not damaged and is left in the same or substantially the same condition as determined by Management, normal wear and tear accepted;
 - d. All keys given to the Tenant have been returned to Management;
 - e. All utilities have been paid and taken out of Tenant's name;
 - f. No evidence of a pet is found (if haven't been approved for pet); and
 - g. Tenant provides Management with a valid forwarding address.

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, costs to repair property damage, payment of outstanding bills for utilities, late fees, repairs, cleaning or damages caused by breach of this Agreement. At the time of taking possession or within a reasonable time of Tenant taking possession of the Premises, Tenant will be given the right to inspect the Premises in the company of Management or Management's agent. Tenant shall list any existing damage to the Premises on a move-in inspection form (the "Move-In Inspection"). Assessment of amounts owed will be based on the condition of the Premises at initial occupancy, as cited on the Move-In Inspection.

Within (3) business days after the termination of Tenant's occupancy, Management will inspect the Premises and compile a comprehensive list of any damages to the Premises during Tenant's occupancy. Tenant shall have the right to inspect the Premises within five (5) days after termination of Tenant's occupancy to ascertain the accuracy of the list. Management and Tenant shall sign the list at that time. Tenant must sign the list or sign a written statement listing the items to which he or she dissents.

Management is not precluded from claiming 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 automatically apply any portion of the Security Deposit to the payment of Rental Amounts outstanding upon expiration or earlier termination of the Agreement.

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# 2153458496 and located at Athens First Bank & Trust, Athens, GA.

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, no earlier than 90 days and no later than 30 days prior to the Termination Date.
7. **ASSIGNMENT AND SUBLETTING.** Tenant may not sublet or assign this Agreement without written consent of Management.
8. **HOLDOVER.** Tenant shall deliver possession of Property/Premises in good order and repair to Management upon expiration or earlier termination of this Agreement.
9. **RIGHT OF ACCESS.** Management shall have the right to access the unit during reasonable hours for (i) inspection and maintenance and (ii) showing the Premises to prospective tenants. Management may enter the unit without notice at any hour to (i) make alterations to the unit or adjacent premises in the case of an emergency in order to protect the Property or prevent possible loss of life and (ii) to enforce this Agreement after providing Tenant notice of termination. Tenant agrees not to withhold access to the Property 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 Property, Management will attempt to notify Tenant, but has no obligation to do so.
10. **USE AND OCCUPANCY.** The Premises shall be used for residential purposes and for no other purpose and shall be occupied only by the number Tenants 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 Agreement and Tenant shall be subject to immediate eviction. Should Management suspect illegal drug activity on the Property, Management shall cooperate with the appropriate 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. **TENANT SHALL OBTAIN TENANT INSURANCE TO PROTECT HOUSEHOLD GOODS AND PERSONAL EFFECTS.**
12. **PETS.** **Pets of any kind shall not be permitted in the Premises unless written permission is given by Management, which permission may be withdrawn at any time if the pet 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 immediately upon request of Management. Tenant's failure to comply with said request is ground(s) for immediate eviction and forfeiture of Tenant's SECURITY DEPOSIT.**
13. **DAMAGES TO PROPERTY.** Tenant shall pay for all costs for damages to the Premises or any adjoining units, beside or below, caused by Tenant, household members, guest, invitees, 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 untenable by fire, storm, earthquake, or other casualty, this Agreement shall terminate as of the date of such destruction or damage and Monthly Rental shall abate as of that date. Rent shall not abate in case of partial untenable conditions and repairs will promptly be made.
14. **ABANDONMENT.** If tenant removes or attempts to remove personal property from the Premises other than the usual course of continuing occupancy, without having first paid Management all Rent due, the unit may be considered abandoned, and Management shall have the right, without notice, to store or dispose of any personal property left on the Premises by Tenant. Management shall also have the right to store or dispose of any personal property remaining on the Premises after the expiration or earlier 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 and Owner from liability for, and agrees to indemnify Management and Owner against, all losses incurred by Management and Owner as a result of Tenant's failure to fulfill and condition of this Agreement; Tenant's 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 Agreement shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on Property 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 Premises and accepts the condition as is. Management will make necessary repairs to Property with reasonable promptness after receipt of written notice from Tenant for major deficiencies which create unsafe or uninhabitable conditions. Major repairs shall include: electrical, plumbing, heating, cooling, built-in appliances or structural defects. Tenant shall make or cause all incidental repairs other than those listed 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 as additional rent with the next monthly rental payment. The tenant may not remodel or structurally change Property or remove any fixture therefrom without written authority from Management or Owner.
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 is paid by **TENANT**; heating is paid by **TENANT**; electricity is paid by **TENANT**; cable is paid by **TENANT**; Telephone is paid by **TENANT**; and yard maintenance is paid by **LESSOR**. Neither Management nor Owner shall have any liability for any interruption or failure in the supply of any such utilities to the Premises.
20. **DEFAULTS.**
- a. Definition of Default.
 - i. If Tenant fails to pay Rent or any other sum due under this Agreement, 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 Agreement, each and any such breach shall constitute a default under this Agreement.
 - ii. If any such default continues for three (3) calendar days after Management delivers written notice of default to Tenant, Management may, at its option terminate this Agreement 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 Agreement, 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 Agreement by written notice to the Tenant or, without terminating this Agreement, 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 and reasonable. The tenant shall remain liable to Management for the full amount of Rental due hereunder less the amount obtained by Management on such re-letting, if any. Such termination shall not release Tenant from any liability for any unpaid Rentals or other amounts due under this Agreement, past or future.
 - c. Resolution of Disputes.
 - i. 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 Agreement, or any breach thereof, shall be settled by mediation and, if mediation is not successful, by action in the Magistrate Court of Athens-Clarke County, Georgia.
 - d. By execution of the LEASE AGREEMENT, Tenant acknowledges and consents to the jurisdiction and venue of the courts in Athens-Clarke County, Georgia.

21. **NOTICES.** All notices shall be in writing. Such notices mailed to or left at the Property/Premises shall constitute notice to the Tenant and notice to the Management shall be accomplished in a manner to Management's address and shall constitute notice to Management and to the Owner.
22. **POSSESSION.** In the event Management is unable to deliver possession of the Premises within seven (7) days of the beginning 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 Premises on the beginning date of the Term, but if Tenant accepts late delivery, the monthly rental shall be prorated for the date of actual possession. The term shall not be extended by such late delivery.
23. **ALTERATIONS AND IMPROVEMENTS.** Tenant agrees not to make alterations to the Property without prior written consent of Management. Any alterations made by Tenant shall remain upon and become a part of the Property and be surrendered at expiration or earlier termination of this Agreement.
24. **LEGAL ACTION.** Whenever any sums due 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 cost of collection.
25. **AGENCY DISCLOSURE.** Management is an agent for the Owner in this transaction and is paid a commission by the Owner. Management does not represent the Tenant in this transaction. Also note the agent works as a Realtor for Coldwell Banker Upchurch Realty; however, Coldwell Banker Upchurch Realty is in no way affiliated with this contract.
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 termination.
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 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 rights to act on any violation.
29. **SEVERABILITY.** In case any provision of this 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 in which such provision is legal and valid.
30. **MODIFICATION OR WAIVER.** No modification or waiver of any of the terms of this Agreement shall be valid unless the same shall be made in writing, and signed by both parties.

31. **PARAGRAPH HEADING.** 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 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. At the expiration or earlier termination of the Agreement, the Tenant(s) shall return to Management ALL KEYS, including the originals 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 "B".
36. **JOINT AND SEVERAL LIABILITY.** The 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 the individual(s) listed in the Summary of Terms. Tenant agrees to be jointly and severally liable with other Tenants of the same Premises for all rents and other obligations hereunder.
37. **ACKNOWLEDGEMENTS, WARRANTIES AND REPRESENTATIONS.** Tenant and Management acknowledge, warrant and represent to each other, and each agree that the other may rely upon, that they each have: (a) READ this agreement in its entirety and fully understand each and every term and provision hereof, and (b) SIGNED this Agreement freely and voluntarily without interference or coercion from any other party, and intending to be bound by every term and provision hereof.
38. **CONDEMNATION.** If the entire Premises are condemned, this Agreement shall terminate on the date when possession of the Premises is taken by the condemning authority. If any part of the Premises is condemned so that Tenant cannot use the remainder of the Premises for substantially the same purpose(s) as immediately prior to condemnation. Tenant may terminate this Agreement on the date when possession is taken by the condemning authority, by giving Management notice of intent to terminate with sixty (60) days after Management gives tenant notice of condemnation. In the event of any other condemnation, this Agreement shall not terminate. Any termination under this Section shall have the same effect as termination of this Agreement as if the date on which possession of the Premises is taken by the condemning authority were stated as the time for termination of the Premises is taken by the condemning authority were stated as the time for termination of the Agreement and Management and the Tenant shall account for Basic Rent, Additional Rent, and any other amounts payable by Tenant as of that date. No termination of this Agreement shall affect the Owner's right to compensation for any condemnation. Owner shall be entitled to the full award or proceeds payable with respect to

the Premises by reason of any condemnation. For purposes of this section, words and phrases referring to condemnation shall refer to statutory condemnation, exercise of the private or public power of eminent domain, proceedings in the nature of condemnation, and any sale or transfer made in lieu of or under threat of condemnation or exercise of the private or public power or eminent domain and shall include any such condemnation for permanent or for temporary use of interference with any part or all of the Premises.

39. **RISK OF LOSS OF PROPERTY AND RISK OF INJURY.** Tenant acknowledges that Management has taken reasonable measures concerning the safety of the Premises to allow Tenant to protect himself or herself and his or her personal property. Neither Management nor Owner shall at any time be liable for any loss of or damage to any property of Tenant or others in or upon the Premises or any adjoining sidewalks, streets or ways, and Management or Owner shall not be liable to anyone for personal damage or injury in or upon the Premises or any adjoining sidewalks, streets, or ways.

Tenant acknowledges that the Owner and/or Management do not represent or warrant that any safety security measures will be implemented in the community or upon the Premises or, if implemented that such safety or security measures may not be compromised or circumvented, or that any such safety or security measures will in all cases provide the detection or protection for which they are designed. Tenant acknowledges and understands that the Owner and/or Management are not insurers and that Tenant, their guest licensees and invitees assume all risk of person injury and property damage and further acknowledges that the Owner and/or Management have made no representation or warranties, nor has Tenant relied upon and representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to any safety measures implemented or approved.

40. **SURRENDER/REMOVAL OF PERSONALTY.** Upon termination of this Agreement Tenant shall surrender to Management the Premises broom cleaned and in a condition at least as good as the condition the Premises were in on the Commencement Date, excepting only ordinary wear and tear. Tenant shall also deliver to Management, immediately, all keys to the Premises. Upon the expiration of this Agreement Tenant may, if no event of default then exists, remove all equipment, appliances, furniture and other personal property which Tenant has installed or otherwise located on the Premises, provided that Tenant promptly restores the Premises to their condition immediately preceding the time that the property was installed or otherwise located on the Premises.

41. **RIGHTS CUMULATIVE.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative and in addition to, but not restrictive of or in lieu of, those conferred by law.

42. **TIME OF ESSENCE.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement.

ADDENDUM "A"
RULES AND REGULATIONS

1. Management acknowledges the right of Tenant to entertain friends and to have parties and guests but requires that order and tranquility prevail. Tenant, members of tenants family and guest 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.
2. The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress.
3. Only Tenants, their families and invited guests, accompanied by Tenants (Only TWO guest per unit), may use the swimming pool and other recreational and club facilities, if any, provided by Management, either on or off premises. Such persons may use all such facilities only in strict compliance with the supplemental rule and regulations from time to time adopted by MANAGEMENT with respect to each of said facilities.
4. Management shall NOT BE RESPONSIBLE for stopped up drain lines.
5. 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 to clean and restore 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.
6. 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.
7. 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 open 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.
8. 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.
9. 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 to be an act of negligence of Tenants.
10. Management 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 the locks to be re-keyed or replaced and the charge for the service will be the

responsibility of the 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.

11. Clothing, sheets, towels, etc., shall not be hung 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.
12. 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, 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.
13. All radios, television sets, auto equipment, etc., must be turned down to level of sound that does not annoy or interfere with other Tenants. No band instruments shall be played on the premises at any time.
14. Management understands that Tenants will be having parties, which is acceptable if the following conditions are met:
 - a. ALL PARTIES MUST BE CONFINED TO TENANTS' 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 OF ATHENS-CLARKE COUNTY 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 \$25.00 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 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 DISTRUBING NEIGHBORING UNITS.
15. PETS. No animals, pets of any kind shall be permitted in the unit unless written permission is given by Management, and such 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 if requested by Management. Failure to adhere is grounds for immediate eviction and loss of security deposit.
16. 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 such 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.

17. 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.**
18. 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.
19. 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.
20. **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.
 - d. Close and lock all windows. Lock all outside doors and return all keys to Management.
 - e. Tenant to clean vent hood, top and interior of stove and oven.
 - f. All bathrooms are to be cleaned. Clean out cabinets, scrub toilets, sinks and tubs: this includes soap scum.
 - g. Wash outside of all kitchen appliances. Wash cabinets inside and out, and counter tops..
 - h. Clean and wash inside of the refrigerator. Remove all food. Wash all walls and doors to remove any fingerprints or dirt.
 - i. Wash all mirrors with glass cleaner.
 - j. Wash all windows and window seals.
 - k. Remove all belongings and trash from the unit.
 - l. Patch any holes made in the walls.
 - m. Report to Management any problems you may have had in the unit.
21. 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 the Tenant in person. All returned checks must be redeemed within 24 hours of notification of re turned check.