

LEASE SUMMARY

Lease: Landlord and Tenant (as those terms are defined below) do hereby enter into this Lease (hereinafter "Lease" or "Agreement" the terms and conditions of which are set forth below:

1.	Name of Tenant(s): _____ ("Tenants")
2.	Name of Landlord: _____ ("Landlord")
3.	Property Address: _____ ("Premises")
4.	Lease Start Date: _____ Lease End Date: _____
5.	Rent: Tenant shall pay Landlord monthly rent of \$ _____ Rent shall be paid through the tenant portal or in cash with our PaySlip partner (\$3.99 processing fee applies, \$1,500.00 maximum per transaction), (PaySlip payment information will be furnished upon request).
6.	Due Date for Rent: Rent shall be paid no later than 5:00 pm on the 1 st day of the month ("Due Date"). Payments may be made on your portal 24 hours per day, 7 days per week and on weekends and banking holidays. If you intend to pay in cash at a PaySlip location and the 1 st falls on a banking holiday or a weekend, the rent is still due on the 1 st . It is your responsibility to adjust your payment date to accommodate for holidays, weekends and days/times PaySlip locations will be closed.
7.	Funds Due for Move-in: Tenant shall not be entitled to move into or receive keys to the Premises until all the money due prior to occupancy has been paid.
8.	Late Fee: Rent paid after 5:00 pm on the 1 st day of the month shall be late and must include additional rent ("Additional Rent for Late Payments"): <u>\$100.00</u> for first late payment plus \$10.00 for every additional day, <u>\$200.00</u> for second late payment plus \$10.00 for every additional day, and <u>\$300.00</u> for third late payment plus \$10.00 for every additional day.
9.	Service Charge: Tenant shall immediately pay Landlord a service charge of <u>\$30.00</u> or 5% of the amount of the payment, whichever is greater ("Service Charge"), plus a bank fee of <u>\$25.00</u> for all dishonored payments (check, money order or rejected electronic (ACH) payments). [Georgia law (O.C.G.A. § 13-6-15)]
10.	Date Dispossessory Action Can Be Commenced: Landlord can file a dispossessory action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full within 7 days from the Due Date.
11.	Fee to Halt Dispossessory Action: The fee to halt dispossessory actions referenced in this Lease and paid by Tenant in certain situations shall be <u>\$200.00</u> ("Fee to Halt Dispossessory Action") plus an Administrative Fee of <u>\$50.00</u> .
12.	Security Deposit: Tenant shall pay Landlord a refundable security deposit of \$ _____ Security deposit must be paid by ACH through the tenant portal or in cash with our PaySlip partner prior to Tenant taking possession of the Property
13.	Last Months' Rent Deposit: Tenant shall pay Landlord last months' rent equal to the monthly rental amount listed above. Security deposit must be paid by ACH through the tenant portal or in cash with our PaySlip partner prior to Tenant taking possession of the Property
14.	Security Deposit Bank Account: The security deposit will be held in an Escrow Account at <u>Iberia Bank</u> .
15.	Use: Only the following people are authorized to occupy the Premises: _____
16.	Administrative Fee Paid by Tenant: <u>\$200.00</u>
17.	Re-Key Fee Paid by Tenant: \$100.00 trip charge plus \$25.00 per cylinder; total charge \$ _____.
18.	Utilities provided by Landlord include those checked here: <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Gas <input type="checkbox"/> Electricity <input type="checkbox"/> Trash Pick <input type="checkbox"/> None Disconnect Fee for Turning Off Certain Utilities Prematurely is \$200.00.

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<p>19. Appliances provided by Landlord include: <input type="checkbox"/> Refrigerator <input type="checkbox"/> Dishwasher <input type="checkbox"/> Microwave <input type="checkbox"/> Stove <input type="checkbox"/> Oven <input type="checkbox"/> Washing Machine <input type="checkbox"/> Dryer <input type="checkbox"/> Other _____</p>
<p>20. Yard Maintenance: <input type="checkbox"/> Landlord or <input checked="" type="checkbox"/> Tenant shall maintain the following: <input type="checkbox"/> Lawn Mowed & Edged <input type="checkbox"/> Beds Free of Weeds <input type="checkbox"/> Shrubs Trimmed <input type="checkbox"/> Pine straw/Mulch Replaced in Spring & Fall <input type="checkbox"/> None</p>
<p>21. Pest Control: Pest Control, as defined in the Lease, shall be paid by <input checked="" type="checkbox"/> Tenant or <input type="checkbox"/> Landlord.</p>
<p>22. Denial of Access Fee: Tenant agrees to pay <u>\$250.00</u> as liquidated damages for each incident where Tenant denies Landlord access to the Premises (“Denial of Access Fee”).</p>
<p>23. Community Association: The Premises <input type="checkbox"/> are OR <input type="checkbox"/> are not part of a community association.</p>
<p>24. Propensity of Flooding: Premises <input type="checkbox"/> has OR <input type="checkbox"/> has not flooded in three (3) times within the past five (5) years.</p>
<p>25. Early Termination by Tenant: Tenant <input checked="" type="checkbox"/> shall OR <input type="checkbox"/> shall not have the right to terminate this Lease early. If Tenant has a right to terminate the Lease early, Tenant must: <input checked="" type="checkbox"/> Give Landlord no less than <u>60 days prior notice</u> of termination. <input checked="" type="checkbox"/> Pay an Early Lease Termination Penalty Fee equal to <u>twice the current rent</u>. <input checked="" type="checkbox"/> Pay an Early Lease Termination Administrative Fee of <u>\$300.00</u>.</p>
<p>26. Holding Over: The daily rate for holding over beyond the term or termination of Lease is \$150.00 (“Holding Over Fee”).</p>
<p>27. Early Termination by Landlord: Landlord shall give Tenant 60 days’ notice of Landlord’s decision to terminate the Lease early and upon such termination, Landlord shall pay Tenant the sum of \$0.00 (“Early Termination Fee to Tenant”).</p>
<p>28. Renewal Term: The Lease shall automatically renew for an additional one (1) year term (referred to as a “Renewal Term”) with rent increase for each Renewal Term <u>10%</u> over the immediately preceding term unless either Landlord or Tenant terminates the Lease upon at Least 60 days’ notice (“Notice Not to Renew Lease Term”) to the other party prior to the commencement of the Renewal Term. After the expiration of 4 Renewal Term, the Lease shall automatically become a month-to-month Lease if not otherwise terminated.</p>
<p>29. Leasing Broker is _____ and is: <input type="checkbox"/> Representing Tenant as Client. <input type="checkbox"/> Not Representing Tenant (Tenant is a customer). <input type="checkbox"/> Acting as a dual agent representing Landlord and Tenant. <input type="checkbox"/> Acting as designated agent where _____ has been assigned to exclusively represent Tenant.</p>
<p>30. Listing Broker is On Point Real Estate & Management and is: <input checked="" type="checkbox"/> Representing Landlord as Client. <input type="checkbox"/> Not Representing Landlord (Landlord is a customer). <input type="checkbox"/> Acting as a dual agent representing Tenant and Landlord. <input type="checkbox"/> Acting as designated agent where _____ has been assigned to exclusively represent Landlord.</p>
<p>31. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships: <input checked="" type="checkbox"/> None</p>
<p>32. Authorized Agent Disclosure: The name and address of the Owner of record of the Premises or the person authorized to act for an on behalf of the Owner for the purpose of serving of process and receiving demands and notices is as follows: <input type="checkbox"/> None</p>
<p>33. Manager: The name and address of the person authorized to manage the Premises and Property is as follows (hereinafter “Manager” or “Landlord”):</p>
<p>34. Listing Broker: On Point Real Estate & Management and is: <u>Brokerage Firm:</u> On Point Real Estate and Management <u>Address of Brokerage Firm:</u> 1200 Old Alpharetta Road, Suite 102, Alpharetta GA 30005 <u>Contact Person:</u> On Point Real Estate and Management</p>

CORRESPONDING PARAGRAPHS AND OTHER TERMS AND CONDITIONS

Agreement to Lease: Landlord leases to Tenant, and Tenant leases from Landlord, the Premises identified herein. The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (1) all rules, regulations and covenants applicable thereto; and (2) the common areas being reduced, modified, altered or being made subject to further use restrictions by Landlord or any community association responsible for the same.

1. Term and Possession:

- a. **Landlord Unable to Deliver Premises:** If Landlord is unable to deliver possession of Premises on the Start Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted by the end of the Approved Period, Tenant may, by giving written notice to Landlord, terminate this Lease in which event Landlord shall promptly refund all rent and deposits to Tenant. Neither Landlord nor Broker shall be liable for any delay of possession of Premises to Tenant.
- b. **Automatic Renewable Term:** At the Anniversary Date, and subsequent Anniversary Dates, this Lease shall automatically renew for twelve (12) months unless either party provides the other written notice at least sixty (60) days prior to an Anniversary Date, of their desire not to renew under the same terms. This renewal is contingent upon a satisfactory inspection of the Premises by Landlord prior to the Anniversary Date.
- c. **6th Year of Occupancy:** Sixty (60) days prior to the end of the 5th year of occupancy Tenant must execute a new lease to remain in the Premises. Should Tenant fail to execute a new lease, this Lease reverts to a Tenancy at Will under Georgia Law in the 61st month of occupancy, and the rent amount shall automatically increase to 120% of the then Current Rent. Should Tenant or Landlord thereafter desire to terminate this Lease, parties must give each other at least sixty (60) days written notice.
- d. **Right to Terminate:** Either party may terminate this Lease without penalty, on an Anniversary Date, with written notice given at least sixty (60) days prior to the Anniversary Date. **Notice: Verbal notice is insufficient under any circumstance.** Once 60-day written notice is provided, termination of a tenancy shall occur on the last day of the month.

2. RENT: Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease term.

- a. **Method of Payment:** All payments shall be paid through the tenant portal or in cash with our PaySlip partner (PaySlip payment information will be furnished upon request). **Rent must be actually received (posted) on Tenant's ledger. Mailing the rent payment shall not constitute payment.**
- b. **Order of Payment:** Tenant acknowledges that payments will be applied to charges in chronological order, with the oldest charges receiving priority and being paid first. Tenant further acknowledges that rent charges shall only receive priority over other charges with the same due date.
- c. **ePayments:** Tenant accepts all responsibility for proper processing of said payment and agrees that Landlord and/or Broker will not be responsible for returned payments, payment information that is entered incorrectly, auto payments that are setup incorrectly, or any other processing error. Tenant acknowledges that ePayments that are returned due to insufficient funds, bank errors, or any other reason are subject to the same penalties and conditions as personal checks as identified in the section below.
- d. **Rent Escalation:** The rent shall increase on each Anniversary Date in the amount of ten (10%) percent of the then Current Rent (rounded down to the nearest \$5.00) or any other amount as agreed to by all parties in writing and fully executed at least sixty (60) days prior to any Anniversary Date, and the new rent amount shall be known as the Current Rent.

3. SECURITY DEPOSIT.

- a. **Move-in Inspection.** Tenant(s) must complete the move-in checklist provided by the Management Company within three days of moving into Property to document the condition of the Property upon move-in by signing this form. Completed and signed form must be emailed by the end of the third day to INSPECTIONS@OnPointResidential. Management Company will take photos at the time the keys are given to the tenant and add notes to the checklist once received from the Tenant. Each Party will receive a signed copy. Manager uses the move-in/move-out checklist during the move-out inspection and again when determining if any of the tenant's deposit will be retained for cleaning or repairs after move-out. BE SPECIFIC and DETAILED when filling out the checklist and include any photos if desired. **NOTE: If the form is not received within three days of move-in, the tenant has acknowledged that Property is in good order with no damage or repairs needed.**
- b. **Amount of Security Deposit.** Tenant shall pay to Landlord a Security Deposit as specified above. At each renewal period when the rent increases, Tenant agrees to increase deposit to match the new rental rate on the 1st day of the renewal period.
- c. **Last Months' Rent Deposit.** Tenant shall pay to Landlord a Security Deposit of last months' rent equal to the monthly rental amount as specified above. At each renewal period when the rent increases, Tenant agrees to increase deposit to match the new rental rate on the 1st day of the renewal period.
- d. **Deposit of Security Deposit.** The Security Deposit shall be deposited within five business days of the Binding Agreement Date by the Broker into an escrow/trust account.
- e. **Return of Security Deposit.** The Security Deposit shall be returned to Tenant by Landlord within 30 days after the termination of this Agreement or the surrender of Premises by Tenant, whichever occurs last (hereinafter "Due Date"); provided that Tenant meets the following requirements:
 - i. The full term of the lease has expired
 - ii. Tenant has given a 60 day written notice to vacate
 - iii. No damage has been done to the Property or its contents, except for normal wear and tear
 - iv. The Entire Property is clean and free of dirt, trash and debris;
 - v. All rent, additional rent, fees and charges have been paid in full;
 - vi. There are no holes and scratches on walls or cabinets other than normal wear and tear; and
 - vii. All apartment keys, keys to recreational or storage facilities, access cards, gate openers and garage openers, if any, have been returned to Landlord/Broker.
- f. **If the Security Deposit or a portion thereof is returned, it shall be returned to the following person(s):**
 - i. To undersigned Tenant if no other Tenants are named in this lease;
 - ii. In the event this lease is or becomes a multiple tenant lease to every tenant, collectively, remaining at the termination of this lease; or

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- iii. If there is only one Tenant remaining in a multiple tenant lease, to the last remaining Tenant. Tenant agrees that if Broker's services are terminated by Landlord, Broker will transfer the deposit to Landlord or new agent for the proper disposition of the deposit when Tenant vacates the premises. In such case Landlord will notify Tenant of the name and location of the new institution where the Security Deposit will be held. Tenant further agrees that they will hold harmless and indemnify Broker for any misappropriations of the deposit by Landlord or new agent.
- g. **Deductions from Security Deposit:** Landlord shall have the right to deduct from the Security Deposit the following list of items. A 20% fee will be added to each vendor invoice to offset the expense incurred by Management Company.
- The cost of repairing any damage to Premises or Property caused by the negligence, carelessness, accident or abuse of Tenant, Tenant's household or their invitees, licensees and guests;
 - Unpaid rent, utility charges, pet fees;
 - Cleaning costs if Premises is left unclean;
 - Cleaning costs for carpet if they are not professionally cleaned (upon written approval from Management Company, Tenant may clean the carpet but Management Company will have final determination on whether they need additional cleaning by a professional at walk-through);
 - The cost to remove and dispose of any personal property;
 - Late fees and any other unpaid fees and charges referenced herein; and/or
 - If all keys and access items (i.e. garage door openers) to Premises and Property are not returned when Tenant vacates Premises, Landlord will charge a fee in the amount of \$200.00 plus replacement costs.
 - Any other reasons permitted under Georgia law.
- h. **Move-Out Statement:** Landlord shall provide Tenant with a statement ("Move-Out Statement") listing any damages which will be the basis for any charge against the security deposit. Tenant acknowledges that any charges itemized on the Move-Out Statement are only estimates and subject to change prior to the release of the Security Deposit. The Move-Out Statement shall be prepared within three business days after the termination of occupancy. If Tenant terminates occupancy without notifying the Landlord, Landlord may make a final inspection within a reasonable time after discovering the termination of occupancy. Tenant agrees to keep all utilities on, including electric, gas and water, from the date of occupancy through the date of the move-out inspection. If any utility is off at the time of the move-out inspection, Tenant agrees to pay a \$250.00 administrative fee (utility restoration fee) as well as all costs incurred by Landlord to restore/connect the utilities. Tenant shall have the right to inspect Premises within five business days after the termination of occupancy in order to ascertain the accuracy of the Move-Out Statement. If Tenant agrees with the Move-Out Statement, Tenant shall sign the same. If Tenant refuses to sign the Move-Out Statement, Tenant shall specify in writing, the items on the Move-Out Statement with which Tenant disagrees within 5 business days from the termination of occupancy. For all purposes herein, a business day shall not include Saturday, Sunday or federal and state holidays. Tenant agrees that Landlord may add additional items to the Move-Out Statement after the initial 3 business day period following move-out for any latent damages discovered.
- i. **Security Deposit Settlement Statement:** Landlord shall deliver a Security Deposit Settlement statement, along with the balance, if any, of the Security Deposit, before the Due Date. The Security Deposit Settlement Statement shall either be delivered personally to Tenant or mailed to the last known address of Tenant via first class mail. If the letter containing the payment is returned to Landlord undelivered and if Landlord is unable to locate Tenant after a reasonable effort, the payment shall become the property of Landlord 90 days after the date the payment was mailed.
- j. **Security Deposit Held by Broker:** Broker shall be responsible for collecting and holding the Security Deposit on behalf of Landlord. Broker shall also be responsible for timely preparing the Move-Out and Security Deposit Settlement Statement and delivering the same to Tenant along with the balance of the Security Deposit, if any, prior to the Due Date. In fulfilling its obligations hereunder, Broker shall reasonably interpret the Lease to ensure that the Security Deposit is properly disbursed.
- Notwithstanding the above, if there is a bona fide dispute over the Security Deposit, Broker may, (but shall not be required to) upon notice to all parties having an interest in the Security Deposit, interplead the funds into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Broker from the non-prevailing party.
- All parties hereby agree to indemnify and hold Broker harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Broker of its duties hereunder. All parties further covenant and agree not to file suit against Broker for damages relating to any decision of Broker to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.
4. **LATE CHARGE:** In the event that any payment required to be paid by Tenant hereunder is not made on the due date, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of: \$100.00 for first late payment plus \$10.00 for every additional day, \$200.00 for second late payment plus \$10.00 for every additional day, \$300.00 for third late payment plus \$10.00 for every additional day. The calendar shall not reset should the lease convert over to month-to-month agreement or if the lease is renewed. After the third late rental payment, Landlord will terminate lease and tenant will have 30 days to vacate the property. If rent is not received in full by 5:00 pm on the first day of the month, Tenant shall be posted a 3-Day Notice and charged a \$50.00 posting fee. In the event that any unpaid balance exists on Tenant's account, rent collected will be applied first toward any unpaid balance with the remainder being applied toward rent.
5. **RETURNED PAYMENT:** If the Tenant makes payment which is returned for any reason (insufficient funds, closed account, etc.), Tenant agrees that such event shall constitute nonpayment of rent. Tenant will be required to repay the amount of the payment, a returned payment fee in the amount of \$30.00 or 5%, whichever is greater, bank fee of \$25.00 in addition to any applicable late fees immediately upon notification. After two (2) NSF payments, online payments will no longer be accepted from Tenant; only a cash payment made directly to PaySlip (\$3.99 processing fee applies, \$1,500.00 maximum per transaction) or a cashier's check hand delivered directly to the office at the address shown on page 1 during regular business hours will be accepted.
6. **REKEY FEE:** For the safety of Tenants, Landlord will re-key the locks the day prior to or the day of move-in. Work shall be completed by an approved vendor of the Management Company for \$100.00 plus \$25.00 per cylinder. Payment for fee must be paid in full prior to the keys being released to Tenant.

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7. **WARRANT FEE:** If Tenant does not pay all rent in full plus any late fees and any other outstanding fees owed on or before the 5th of the month, Landlord may file a dispossessory warrant within the county in which the property resides. In the event that a dispossessory warrant is filed against the Tenant, a fee of \$250 will be assessed to cover the costs of warrant filing fees, notice service fees, court costs, attorney fees, and administrative fee per dispossessory action.
8. **INSURANCE NOTIFICATION:** Tenant acknowledges that Tenant has been advised that Landlord is NOT responsible for damages to personal property that may occur due to fire, water, theft, vandalism, etc. It is advisable that Tenant obtains Renters insurance or contents coverage, through a reputable insurer. Tenant may pursue this insurance through Tenant's own insurer, or for other options and recommendations, Tenant may contact Landlord for insurers who may be able to provide such coverage. If Tenant currently carries renter's insurance, Tenant agrees to provide the policy details to Landlord within 10 days. If Tenant does not provide Landlord with the details of the renter's insurance policy, Tenant indicates that they choose NOT to carry renters insurance and understand the consequences and personal liability of this choice. Tenant may pursue obtaining renter's insurance at Tenant's own cost and responsibility at any time during this Lease.
9. **USE OF PREMISES:** The Premises shall be used and occupied by Tenant and Tenant's immediate family, listed above, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
10. **PETS:**
- a. **No Pets Allowed**
Tenants may house no pet of any kind on the Premises, even temporarily, without first obtaining Landlord's written permission. "Pets" includes, but is not limited to, both warm- and cold-blooded animals, such as dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Landlord is notified in advance in writing of the circumstances. In the event the Tenant introduces any pet, Tenant agrees to pay a \$200.00 administrative fee and remove pet immediately and permanently.
- b. **Pet Agreement Incorporated Herein**
Tenant shall be entitled to keep no more than _____ (____) domestic dogs, cats birds, reptiles, etc.; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS (\$____), _____ DOLLARS (\$____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.
11. **UTILITIES:** Tenant must connect or transfer utilities not provided by Landlord into the name of Tenant upon Commencement Date of Lease. At any time thereafter, Landlord may, without notice to Tenant, disconnect any utilities serving Premises which are in the name of Landlord and are not being provided by Landlord under this Lease. If Tenant fails to transfer utilities into their name by the move-in date and Broker has to allocate utility charges between Tenant and Landlord, Tenant agrees to reimburse Landlord for unpaid utility bills and deposits plus \$20.00 per month, per utility, until utilities are on in Tenant's name and a one-time charge of \$100.00 administrative fee, per utility. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant as additional rent. If air conditioning, plumbing, or other equipment malfunctions, Tenant must notify Owner/Manager as soon as possible. Owner/Manager will act with customary diligence to make repairs and reconnections. Tenant is not entitled to any "offset" or "credit" of rent for monies expended by Tenant on or for the premises.
12. **SMOKING.** Is NOT Allowed, Is Allowed
13. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
14. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
15. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
16. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
17. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof.
- a. Without limiting the generality of the foregoing, Tenant shall:
- Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - Not obstruct or cover the windows or doors;
 - Not leave windows or doors in an open position during any inclement weather;

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- v. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - vi. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - vii. Keep all air conditioning filters clean and free from dirt by replacing the filter every three (3) months, at the Tenant's expense;
 - viii. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - ix. And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - x. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - xi. Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and do not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements. If Landlord is charged an additional fee for disposal of large or bulky items or excessive trash, rubbish or refuse, Tenant agrees to reimburse Landlord immediately;
 - xii. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
- b. **Repairs and Maintenance:** Tenant acknowledges that Tenant has inspected Premises and that it is fit for residential occupancy. Tenant shall promptly notify Landlord in writing of any dangerous condition or need for maintenance existing in Premises or on Property. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, make efforts to repair the following: All defects in Premises or Property which create unsafe living conditions or render Premises untenable, and to the extent required by state law, such other defects which, if not corrected, will leave Premises or Property in a state of disrepair. Should there be a delay of more than seventy-two (72) hours in coordinating the repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Landlord's control, Landlord agrees to keep Tenants informed about the progress of the work. Tenant acknowledges that, while repairs to the property are intended to be permanent, there are no guarantees that certain problems will not come up repeatedly. Tenant agrees to work with Landlord to resolve multiple occurrences of any maintenance problems. Tenant also agrees that Broker will not be held liable for any failure of Landlord to perform or approve maintenance. Except as provided above, Tenant agrees to maintain Premises in a neat, sanitary and clean condition, free of trash and debris, reasonable wear and tear excepted.
- c. **Missed appointments:** From time to time it will be necessary for Landlord or other authorized parties including, but not limited to, maintenance contractors, appraisers, and real estate agents to gain access to the property for the purpose of inspecting the property, performing repairs, or showing the property to prospective purchasers or tenants. If Tenant fails to keep a pre-arranged, mutually agreed to appointment allowing access to the Property, then Tenant agrees to pay \$75.00 per event as liquidated damages to management. (Property Showings – Will be by appointment only between 9:00 am – 8:00 pm Monday through Friday and 9:00 am – 8:00 pm Saturday through Sunday; Tenant will be given 24 hours' notice of each appointment and Tenant agrees to maintain the Property).
- d. **Lawn and Exterior Maintenance:** Tenant shall keep the lawn mowed and edged, fertilized, beds free of weeds, shrubs trimmed, gutters cleaned out, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and fall leaf season) and shall keep Property, including yard, lot, grounds, Premises, walkways and driveway clean and free of rubbish unless Tenant is notified in writing that services are provided by HOA.
- e. **Pest Control:** Pest control services (insects including, but not limited to, ants, roaches, and spiders) for the premises shall be the responsibility of the Tenant at Tenant's expense. Landlord will be responsible for Termite and Rodent control only.
- f. **Freezing Pipes:** To help in preventing the freezing of the pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall:
- i. Leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and
 - ii. Leave the faucets dripping
- Tenant will be held financially liable for any damage caused due to Tenant's failure to follow these instructions.
- g. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Should Tenant report mold presence at the Property and, after an inspection by Landlord or Landlord's agent or contractor, no mold is found. Tenant agrees to pay \$75.00 or the cost of the mold inspection, whichever is greater.
- h. **No Right to Deduct:** Tenant and Landlord agree that Landlord shall not reimburse Tenant or accept reduced rent in lieu of any repairs made or ordered by Tenant, unless prior written approval of Landlord is obtained.
- i. **Alterations and Decorations:** Tenant agrees not to alter or decorate their dwelling without first obtaining Landlord's written permission. Decorations include painting and wallpapering. Absolutely nothing shall be attached to or driven through ceilings. No nails, tacks, screws, bolts, etc. will be driven into woodwork, doors or walls covered by paper. Only small picture hangers may be used to hang decorations on painted walls. Tenant specifically agrees to repair and repaint any wall or surface that is damaged by lack of adherence to the above limitations. If Tenant is able to convince Landlord that Tenant can remove the alterations or decorations and restore the part of the dwelling to its original condition, then Landlord may grant Tenant the right to remove them. Otherwise, any alterations or decorations made by Tenant become the property of Landlord when Tenant vacates.
- j. **Locks:** Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without prior written permission of Landlord.
- k. **Leaders and Gutters:** Tenant is responsible for keeping leaders and gutters, if any, free of leaves, sticks and any accumulations that may occur. If the property is heavily treed, leaders and gutters may need clearing several times a year.
- l. **Owner's Maintenance Responsibility:** Landlord agrees to pay expenses necessary to keep in good repair the heating and air-conditioning (cleaning excluded), water heater, electrical system, range and oven, roof and major structural parts. However, if these repairs are necessitated because of abuse or negligent operations (i.e. repairman having to check switches or circuit breakers) by the Tenant, the repair bill will be the responsibility of the Tenant and shall be paid upon demand.
- m. **Drain Stoppages:** As of the date of this Agreement, Landlord warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenant agrees to pay for cleaning the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God, in which case Tenant will be reimbursed. Tenant is responsible for the cleanup of waste spills as a result of any plumbing stoppages.

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- n. **Heating and Cooling Systems:** It is the responsibility of the Tenant to change the air filter monthly. Tenant agrees to pay any costs related to cleaning of the system or damage resulting from Tenant's improper maintenance. A service call relating to an "A/C water leak" shall be considered routine maintenance and Tenant's responsibility.
- o. **Fences:** Tenant agrees to be responsible for maintaining any existing fence, gates.
- p. **Guests/Occupants:** Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than 14 consecutive nights in any calendar year or 24 non-consecutive nights in any calendar year. If a guest or occupant stays more than said days in any calendar year, Tenant shall pay a \$200 administrative fee per incident. No occupant has any authority to make any claim(s) of right under this lease whatsoever, including but not limited to, request for repairs, maintenance, renewals, addendums, amendments, payments, "lock-out" remedy requests, etc. Tenant must ensure that any occupant complies with the use and prohibited conduct of the lease and Tenant is responsible for the conduct of any occupant.
- q. **Swimming Pool, Spa, Hot Tub:** Tenant shall assume all costs of operation, maintenance and care for any swimming pool, hot tub or spa. Tenant attests to having sufficient knowledge relating to the proper care and use of such equipment. Tenant shall defend, indemnify and hold forever harmless owner against all loss, liability and expense including actual attorney's fees and costs by reason of bodily injury including death, and property damage sustained by any person or persons including and not limited to Tenant, Tenant's guests, invitees and trespassers, arising out of the use, maintenance or operation of the swimming pool, spa or hot tub on the premises whether such bodily injury or death, or property damage are due to or claim to be due to any negligence of Landlord. The pool, spa or hot tub shall be used only by Tenant and guests and invitees. To this end, Lessee shall maintain liability insurance on the Premises naming Lessor as additional insured for not less than \$300,000.00 provided that said insurance shall not limit Lessee's liabilities hereunder.
- r. **Fireplace:** If premises have a fireplace, Tenant agrees to exercise safety measures when it is in use. Tenant agrees to assume responsibility for keeping the chimney clear of any buildup or obstructions during their tenancy.
- s. **Smoke Detectors:** Landlord shall have no duty to furnish smoke detectors except as required by law. When smoke detectors are furnished, Landlord shall test same and provide initial batteries at lease commencement; thereafter Tenant shall pay for and replace smoke detector batteries, if any, as needed. Upon occupancy, Tenant is responsible for insuring the smoke detector is operational. Tenant understands that no maintenance personnel will make periodic inspections of the smoke detector and fire extinguishers. Tenant further agrees that Tenant will notify Landlord of any fires or use of fire extinguisher within 24 hours of the occurrence. Tenant will be required to make all repairs at Tenant's expense as a result of such occurrences.
- t. **Attics:** In the event the dwelling has an attic, use of the attic is not included in the rent, nor shall it be considered living space.
- u. **Damage:** Tenant agrees to pay for repairs of all damage which they or their guests have caused.
- v. **Landlord's Right to Terminate Lease for Major Repair:** In the event a major repair must be made to the premises, to no fault of the Landlord, and the Tenant's vacating the premises is necessary, Landlord may terminate this agreement upon 7 days notice, and Tenant agrees to vacate the premises holding Landlord harmless for any damages suffered, if any. "Major repair" shall be presumed if
- Tenant must or does vacate the premises for 7 days or more to accommodate the repair work;
 - Tenant is not able to remain or should not remain in the premises due to major health problems caused by the condition of the premises; or
 - Tenant sends proper notice concerning the noncompliance and Landlord makes reasonable attempts to cure the noncompliance but is unable to. Landlord may *immediately* terminate the lease without notice if the Tenant's presence in the premises is dangerous, unsafe, or hazardous to his or her health or safety.
- w. **Appliances:** The appliances are in Property and included in the lease:
Tenant acknowledges that Tenant has inspected all appliances included in this Lease and that they are in good working order and repair.
- 18. EARLY TERMINATION CLAUSE.**
- a. **Right to Terminate Early:** Tenant has the option of terminating this Lease prior to the Termination Date specified. To exercise the Early Termination Option, Tenant must deliver to Landlord (1) a written notice stating that Tenant has elected to exercise the Early Termination Option and identifying the date of such early termination ("Early Termination Date") that is no less than sixty (60) days from date of notice, and (2) early termination penalty equal to two months' rent to cover the costs associated with marketing and releasing the property in addition to a \$300.00 administrative fee. When Landlord acknowledges receiving the written notice and payment from Tenant, the Termination Date of this Lease shall be deemed amended to be the Early Termination Date. The Early Termination Option may be exercised only if Tenant is not in default under the Lease at the time that Tenant gives notice of the exercise of the Early Termination Option. All remaining Lease terms will remain in full force and effect. If Tenant provides the notice unaccompanied by the required payments, the Early Termination Date will not be changed, and any such written notice from Tenant shall be deemed null and void.
- b. **Military Activation:** Notwithstanding a provision to the contrary contained herein, if Tenant is called to active duty during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; then and in that event, this Lease shall be controlled by the Service members' Civil Relief Act of 2003 as amended in 50. U.S.C.A. § 50-534.
- c. **Active Military:** If Tenant is on active duty with the United States military and Tenant or an immediate family member of Tenant occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed: (1) thirty (30) days rent after Tenant gives notice under this section; and (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant. If Tenant is active military and presents to Landlord a copy of official orders of transfer to another military location, then and in that event, items from "a" reference above, shall not apply.
- 19. RENTAL APPLICATION.** Only those people indicated on Tenant's rental application are permitted to reside at the Premises, with the exception of any minor children born to, or adopted by, Tenant. If it is later discovered that the information disclosed on rental application by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies regarding said default.
- 20. PROPERTY LOSS.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events. Landlord shall have no responsibility or liability for Tenant's personal property.
- 21. DISCLOSURE RIGHTS.** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- 22. FAIR HOUSING DISCLOSURE.** Landlord, Broker and Manager are committed to leasing and managing Premises without regard to race, color, national origin, religion, handicap, familial status, sex, sexual orientation, or gender identity.

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23. **SECURITY DISCLAIMER.** Tenant acknowledges that (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property are located and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and/or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
24. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
25. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises and enter unit to show it to prospective tenants, buyers, lenders and contractors at any time within sixty (60) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
26. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
27. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at the rate stated above plus 10% per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
28. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
29. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
30. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
31. **DO NOT CONTACT OWNER.** Tenant shall not contact owner for any reason. This includes emails, phone calls, voicemails, texts or in person. All inquiries should be directed to the Property Manager. If owner is contacted, the Tenant shall have a \$250.00 fine added to their ledger that will be due immediately and given a one-time warning. Any subsequent contact will be deemed a default of this Agreement; Tenant will be fined \$500.00 and Tenant will have 30 days to vacate. Landlord may provide such notice by serving it personally on Tenant, or by leaving the same at the principal building on the Premises, or by posting the same conspicuously on the leased Premises or by first class mail. All items in "Section 28 - Default" will apply.
32. **DEFAULT.** If Landlord determines that Tenant is in default of this Agreement, including but not limited to the failure to pay rent when due, as authorized under O.C.G.A. § 44-7-50, Landlord may immediately demand possession of the Premises. In such event, Landlord shall provide Tenant with at least one (1) day written Notice to Vacate. Landlord may provide such notice by serving it personally on Tenant, or by leaving the same at the principal building on the Premises, or by posting the same conspicuously on the leased Premises. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant shall remain fully liable to the Landlord for (a) any lost rent and any other financial obligation under this Agreement; (b) Landlord's cost of reletting the Premises including but not limited to leasing fees (equal to two months' rent), utility charges, and any other fees necessary to relet the Premises; (c) repairs to the Premises for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; (f) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Premises to acceptable tenants and thereby reducing Tenant's liability.
33. **ATTORNEYS' FEES.** As provided under O.C.G.A. § 44-7-2(c), in the event any dispute arises between Landlord and Tenant that results in litigation concerning a breach of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and costs, which shall be determined by the court and made a part of any judgment.

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34. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

35. **GENERAL DISCLAIMERS.**

- a. **TIME OF ESSENCE.** Time is of the essence of this Lease.
- b. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- c. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia.
- d. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- e. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- f. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- g. **PRONOUNS.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- h. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- i. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- j. **LIQUIDATED DAMAGES:** It is acknowledged by Landlord and Tenant with respect to any references in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.
- k. **NOTICE.**

Method of Delivery of Notice: Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) email; (5) by registered or certified U.S. mail, pre-paid return receipt requested United States certified mail: if to Landlord to: On Point Real Estate & Management, LLC, 1200 Old Alpharetta Road, Suite 102, Alpharetta GA 30005, if to Tenant, notice will be mailed to property address of this agreement. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. In the event of a change in any of the names and addresses above, Landlord shall advise each Tenant of the change within thirty (30) days after the change either in writing or by posting a notice of the change in a conspicuous place. As required under O.C.G.A. § 44-7-3 for disclosure, the "Landlord" designated above is either the owner of record of the premises or a person authorized to act for and on behalf of the owner for the purposes of serving of process and receiving and receipting for demands and notice and is the person authorized to manage the premises.

When Notice Is Deemed Received: Except as may be provided herein, a notice shall not be deemed to be given, delivered or received until it is actually received. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent.

Certain Types of Signatures Are Originals: A facsimile signature shall be deemed to be an original signature for all purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the same if the e-mail is sent from the e-mail address of that party and is signed with a secure "electronic signature" as that term is defined under Georgia Law.

- l. **ADDITIONAL PROVISIONS; DISCLOSURES.** Any additional provisions and/or disclosures, if applicable, will be included as an addendum to this Lease.

TENANTS:

Sign: _____

Sign: _____

Print: _____

Print: _____

Date: _____

Date: _____

LANDLORD'S AGENT:

Sign: _____

Print: _____

Date: _____

