Office: MM

DECEMBED



		05	DECEMBER	_13_
Dear A	pplicant(s),	Day	Month	Yr
	PHILLIP ROBERTSON			
	you for choosing Northcutt Realty, LLC! Please read all necessary documents pertain E VIEW (4BR) - ONE PERSON RA Unit: (if applicable)	ning to the	e lease at:	
Pre	perty Address: 340 N. DONAHUE DRIVE	_		
1.	Resident Qualification Guidelines - Please read, sign and date.			
2.	Application – The Resident (LESSEE) is to fill out the top portion and the Co-Applicant (Parent/Guardian/Guarantor) is to fill out the bottom portion. Be sure Guarantor sign and date at the bottom.	that <b>both</b>	the LESSEE and	Į.
3.	Lease – Please thoroughly read over the lease. The LESSEE(s) must initial at the be indicated. For section 33, please complete one information block per tenant (indicated LESSEE and Guarantor must sign here as well.		1 0	
4.	Current Rules and Regulations - LESSEE(s) must read and sign by your name.			
5.	No Pet Addendum - LESSEE(s) must read, sign, and date by your name.			
6.	Notice to New Tenants - LESSEE(s) must read, sign, and date by your name.			
7.	Model Unit Addendum - LESSEE(s) must read, sign, and date by your name.			
8.	Check-out and Cleaning Procedures - LESSEE(s) must read, sign, and date by your	name.		
9.	Bed Bug Addendum - LESSEE(s) must read, sign, and date by your name.			
10	Contingency Agreement - LESSEE(s) must read and sign by your name.			
11	Guarantor Agreement ("Promise to Pay") – The Guarantor must complete the botton to his/her LESSEE, in the case of multiple roommates). <b>This form must be notari</b>		of the form (resp	ective
12	Utility Guide			
Le	ase Start Date12/27/13 Lease End Date7/31/14			
*S Le Mi Mi	PHILLIP ROBERTSON			

NO RENTAL UNIT WILL BE HELD UNTIL ALL PAPERWORK (APPLICATION, GUARANTOR AGREEMENT, LEASE, ETC.) IS COMPLETED BY ALL PARTIES AND ACCEPTED BY NORTHCUTT REALTY AND ALL REQUIRED MONEY (LEASING FEE, DEPOSIT, ETC.) HAS BEEN PAID TO NORTHCUTT REALTY

IT IS THE LESSEES RESPONSIBILITY TO ENSURE THAT EACH LESSEE OF THIS LEASE HAS COMPLETED ALL REQUIRED PAPER WORK AND PAID THE REQUIRED FEES TO ENSURE THE COMPLETION OF THE LEASING PROCESS.

\*The Security Deposit is not "Rent", it will be held until the end of the lease term and is refundable, as long as the LESSEE(s) check out properly, in accordance to the terms of Page 1, Section 2 of the lease below. First rental payment is due on the 1st of the month that your lease begins.

Please do not hesitate to contact us with any questions or concerns.

Thank you,

Northcutt Realty, LLC

## NORTHCUTT REALTY - RESIDENT SELECTION GUIDELINES

Northcutt Realty is required to establish minimum guidelines for accepting rental applications. Each person must qualify on his/her own ability. Co-signers will be allowed only in the case of an applicant being a student of a local college, university, technical institute, etc., not a high school, and co-signer must be a parent or legal guardian of the applicant. Co-signer must qualify by same criteria as applicant. Any adult who occupies the apartment must complete an application and be qualified. Minimum age to sign a lease is 19 years old (18 if married).

Your application may be processed through a professional credit bureau as deemed necessary in the processing of this application. It is imperative that you complete the application thoroughly with all requested information to help us process it in a timely manner.

Any false or omitted information will constitute grounds for rejection of the application.

Northcutt Realty adheres to all Federal Fair Housing Laws (Title VII of the Civil Rights Act of 1968 as amended by the Housing Community Development Act of 1974 and the Fair Housing Amendment of 1988) which stipulate that it is illegal to discriminate against any person in housing practices on the basis of race, color, religion, sex, national origin, disability or familial status.

We reserve the right to reject an application for any reason based only on the qualifying information listed below. If you have any questions concerning information contained in your credit report, we shall not be able to discuss it with you. You may contact the credit reporting agency and they will furnish the information to you.

#### QUALIFICATION GUIDELINES

- Resident History: We may verify your present and past residences for up to the past three years (Length
  of residency, rental amount and payment history, noise complaints, condition of unit, unpaid balances,
  damages, proper notice given and adherence to community policies). Evictions automatically disqualify
  applicants and/or co-signer. If your present residence is a home you own we may verify amount of
  mortgage and payment history.
- 2. Employment: We may verify name of employer and gross salary. If you are self-employed we may verify income from your most recent quarterly tax return. You must earn in one week the rent for one month. If it is a roommate situation, each one of you has to earn within 75% of the qualifying amount. Where income is border-line in qualifying, we may also look at outstanding balances on your credit report. We may also consider documented student financial aid as income.
- 3. Credit Report: A full credit report may be pulled as deemed necessary in the processing of this application
- 4. Bankruptcy: If bankruptcy has been filed within the past twelve months, application may not be accepted, unless case is closed and accounts included have been satisfied. If there has been an earlier bankruptcy, evidence of sufficient income and credit must be established under the guidelines listed above.

I HAVE READ THE ABOVE INFORMATION AND UNDERSTAND THE REQUIREMENTS FOR QUALIFICATIONS FOR A RENTAL UNIT WITH NORTHCUTT REALTY, LLC.

Resident Signature	DATE 12/05/2013
( PHILLIP ROBERTSON )	
Co-Applicant Signature	DATE

IT IS THE APPLICANT'S RESPONSIBILITY TO CHECK WITH NORTHCUTT REALTY CONCERNING THE STATUS OF THIS APPLICATION ALL RENTAL UNITS ARE LEASED ON A FIRST COME, FIRST SERVE BASIS

NO RENTAL UNIT WILL BE HELD UNTIL ALL PAPERWORK (APPLICATION, GUARANTOR AGREEMENT, LEASE, ETC.) IS COMPLETED BY ALL PARTIES AND ACCEPTED BY NORTHCUTT REALTY AND ALL REQUIRED MONEY (LEASING FEE, DEPOSIT, ETC.) HAS BEEN PAID TO NORTHCUTT REALTY, LLC.

## RENTAL APPLICATION

# BE SURE TO READ AND SIGN THE RESIDENT SELECTION GUIDELINES ON THE REVERSE SIDE OF THIS FORM

# IT IS IMPORTANT THAT ALL INFORMATION BE GIVEN

#### RESIDENT INFORMATION

	ROM US BEFORE? YES OR NO PHILLIPROBERTSON		256_617_0026	
	PHILLIP ROBERTSON  162 Dartmouth Drive			
	162 Dartmouth Drive			
	STATE AL ZIP 35757			
SOCIAL SECURITY #_492-04	-0253 DATE OF BIRTH 06/14/19	DRIVERS LICENSE # _/// 3	STATE AL	
E-MAIL ADDRESS				
	OR APARTMENT PREVIOUSLY? () YES ()			
	LANDLORD NorthcuttPHO			
WHY ARE YOU LEAVING?	Moving back to auburn	and staying at a different	place	
HAS YOUR LEASE EXPIRED? (	YES () NO			
HAVE YOU EVER BEEN CONVI	CTED OF A FELONY? ( ) YES ( ) NO IF YE	ES, EXPLAIN NO		
	EMPLOYMENT I	NFORMATION		
CURRENT EMPLOYER		SALARY	·····	
	CITY			
POSITION	DATE EMPLOYED	SUPERVISOR		
OTHER INCOME:				
SOURCE	\$SOURCE	\$		
NAME S	D-APPLICANT INFORMATION (PA arah Robertson	ARENT/GUARDIAN/GUARAN	TOR)	
HOME ADDRESS 162 Dart	mouth Drive	CITY_Madison	state_AL_	
ZIP 35757 PHONE (I	1) 256-890-9138 (C)	(W)		
	DATE OF BIRTH 06/01/1			
E-MAIL ADDRESS SJRobe	rtson@knology.net		·	
PRESENT LANDLORD OR MOR	tgage co. Own	PHONE # AM	OUNT	
CITY Madison	STATE AL	35757		
I lada	EMPLOYMENT I		2 000	
	d Launch Alliance			
	: Rd CITY Decatur			
	pervisor_date employed_01/20	00 SUPERVISOR N/A		
OTHER INCOME:		IDCE ¢		
SOURCE		JRCE\$		
	derstanding that it is subject to acceptance by th until after the execution by the Applicant and th			
PURPOSE OF VERIFICATION OF	COMPLETE AND CORRECT TO THE BEST F SAME. I UNDERSTAND THAT ALL DAT. UTE REASON FOR DENIAL OF MY APPLIC	A WILL BE HELD IN STRICT CONFIDI		
NOTARIZED SIGNATURE REQUIRED IF NOT SIGNED IN PRESENCE OF NORTHCUTT REALTY STAFF.				
APPLICANT SIGNATURE	11/4p 11-		2013	
CO-APPLICANT SIGNATURE	/	DATE		
DESIRED PROPERTY The V	ew 4br es with all federal fair housing l.	DATE 12/12/20	)13	
AUTHODIZATIONDV	OFFICE US	SE ONLY	O SENTER	

400.00 SECURITY DEPOSIT:

## LEASE PENDING APPROVAL OF ALL APPLICATIONS

#### NO RENTAL UNIT WILL BE HELD UNTIL ALL PAPERWORK IS COMPLETED AND MONIES PAID.

## **ABSOLUTELY NO PETS**

ALL UNITS ARE

PROPERTY:

STATE OF ALABAMA LEE COUNTY	ON THE PREMISES AT ANY TIME (\$100 PER DAY/PER TENANT FINE)	NON-SMOKING (\$100 PER DAY/PER TENANT FINE)
This LEASE is hereby made REALTY, LLC, acting as LESSOR, and:	governed by the provisions of the Alabama Uniform Residentia and entered into this05 day ofDECEMBER AGENT for the OWNER and as AGENT for SERVICE or PROBERTSON	20_13_, between NORTHCUTT
		<del></del>
than the number of LESSES and, when applicable, by the WITNESSETH: That in con LESSOR hereby leases the for Alabama, hereinafter referred	SSEE. The maximum number of persons who may reside in this persons on this LEASE and is governed by local and state ordinary. Condominium/Homeowner Association's documents and policies. In the conditions, covenants of the paid and the conditions, covenants of the conditions of the rent to be paid and the conditions, covenants of the conditions, covenants of the property to LESSEE: 340 N. DONA do to as the PROPERTY, or the Leased Premises. If no unit not not at a later date without further approval by LESSEE. Exp	nces, the owner's occupancy policy s, and agreements contained herein, AHUE DRIVE, in Auburn, umber is listed, it is hereby agreed
	ot guarantee that unit. The PROPERTY isFURNISHED	
and ending at 12:00 NOON of to lease PROPERTY to LESS Rental Tax). This sum shall be Semester (due by January 1) 1.5% Rental Tax*), <b>OR</b> 7 PA AND PAYMENTS	2 SEMESTERS, beginning at 1:00 PM CST on the2 on the31 day of	ceived and consideration for agreeing ull sum of \$ 9,000.00 (+ 1.5% 00 (+ 1.5% Rental Tax*); SPRING (due by May 1) \$ 1,500.00 (+ 01/01/14-07/01/14
hours and weekends are lead Auburn, Alabama 36830. As on or before the 5th day of e balance due is paid, addition DETERMINING THE TIME LATE CHARGES.  *RENTAL TAX: LESSEE sh	SEE. Note the due dates and pay on time to avoid late fees. I ocated by the front door and in the parking lot of Northcull rent paid in payments is due on or before the 1st day of each month, a late fee of \$24 will be assessed on the 6th day. For onal late fees of \$4 per day shall be assessed. POSTMAR IE OF LESSOR'S RECEIPT OF RENT OR OTHER AMOUNTAIL pay an amount equal to one and one-half percent (1.5%) of pourn, Alabama as per Ordinance 1842 of the city code.	utt Realty, 248 South Gay Street, th month. For rent not paid in full from the 7 <sup>th</sup> day and until the entire K DATE IS NOT A FACTOR IN NT OR THE APPLICABILITY OF
	sible for the payment of the following utilities and services, if che Monthly Pest Control Trash Pick-up from Dumpsters	
any bills therefore. LESSE move in verifying that according the charges for utilities are tactively connected for reaso charges for such utility to L shall be available for the heat or any appliance in the unit of	tes or services is the sole responsibility of the LESSEE and LE E agrees to pay promptly for these utilities. LESSEE shall promuts for all applicable utilities have been established in LESS to be settled solely between LESSEE and the utility provider. She not non-payment or for any other reason, LESSOR may have ESSEE. LESSEE shall further insure that electrical power and/ting system of the premises at all times. LESSEE shall be respondue to failure to maintain any utility during the term of the lease. It is so that a minimum temperature of 60 degrees Fahrenheit shall be	wide to LESSOR documentation at the state of the move in date. The state of the move in date of the move in date. The state of the state of the willity connected and relay the vor natural or LP gas, as applicable, as is the property. In the event the premises are left in
equal to	AND LEASING FEE: LESSEE agrees to deposit with LESSOR is a Security Deposit, which amount is not greater than one (1) security for LESEE's full and faithful performance and compliants and conditions herein including, without limitation, the obligation hat the LESSOR has suffered by reason of LESSEE's noncompliant attion of this Lease, LESSOR shall either: (a) return the entire Soly the Security Deposit toward unpaid rent or damages suffered the Lease, provide LESSEE with a written itemized accounting only anyment of rent or other non-compliance, together with any amounts and that certain billings with respect to obligations of LESSEE and that certain billings with respect to obligations of LESSEE may LESSOR's delivery of such notice/accounting to LESSEE as continuing obligations of LESSEE. Upon the expiration SOR in writing a valid forwarding address to which the Securing, or both, may be mailed. If LESSEE fails to provide a valid for	month's rent. The Security Deposit ce of and with LESSEE's obligations on of LESSEE to pay rent hereunder ance with the Lease. Within 35 days ecurity Deposit to LESSEE; or (b) if ed by LESSOR as a result of non-of all amounts applied by LESSOR as not of the Security Deposit remaining (35) day notice/accounting delivery SEE to LESSOR may not have been continue to be obligated to LESSOR emplated above shall not constitute a or earlier termination of the Term, ity Deposit (or unapplied remainder
	Please Initial Pullipul	

PHILLIP ROBERTSON

LESSOR

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mail by first class mail, the Security Deposit (or unapplied remainder thereof) or itemized accounting, or both, to the last known address of LESSEE or, if none, to the LESSEE at the address of the PROPERTY. The Security Deposit, or any portion thereof, unclaimed by LESSEE, as well as any check outstanding, shall be forfeited by LESSEE after a period of 180 days. Any refund check for all or any portion of the Security Deposit may, at LESSOR's option, either be made payable in one (1) check to all individuals included in the definition of LESSEE in this Lease, or as otherwise determined by LESSOR (for example, for the convenience of LESSEE, LESSOR may, but shall not be obligated to, issue one (1) or more separate checks to the persons identified as LESSEE hereunder). By execution hereof, LESSEE consents to the method elected by LESSOR with respect to the issuance of checks as contemplated above. LESSEE agrees that the Security Deposit does not constitute rent and that the rent must be paid as detailed in this Lease. Any interest or other income accruing in connection with the Security Deposit shall be the property of LESSOR. LESSEE further agrees to provide the LESSOR with a non-refundable Leasing Fee equal to 650.00 upon execution of this Lease. Said Leasing Fee shall constitute payment by LESSEE for the following charges: Processing of Resident and Guarantor Rental Application(s), administrative move-in and move-out fees, expenses associated with turnover labor but not related to damage done by LESSEE, floor cleaning fees (for normal wear and tear) upon move-out and parking registration fees.

- **3. POSSESSION:** LESSEE has a right to occupy the Premises on the date that the LEASE begins as stated above. If the LESSOR fails to deliver possession on that date, LESSEE may terminate the rental agreement upon written notice to the LESSOR and within five days thereafter the LESSOR shall return all prepaid rent and security deposit or LESSEE may demand performance of the rental agreement by the LESSOR and if the LESSEE elects, bring an action for possession of the Premises from the person wrongfully in possession and recover the actual damages sustained by the LESSEE.
- **4.** NO PETS: It is agreed that **no pets will be allowed on the premises herein leased at any time for any amount of time** unless provision for such is made in writing by stipulation in this LEASE. A fine of \$100.00 per pet, per LESSEE, per day will be assessed immediately and until said pet is removed. This fee must be paid at the time of violation. A LESSEE found in violation of this rule shall be subject to eviction and other remedies as stipulated in the NO PETS ADDENDUM that is hereby made a part of this LEASE.
- 5. ASSIGNMENT OR SUBLETTING: LESSEE agrees to comply with the provisions of Section 35-9A-301, Ala. Code 1975. LESSEE covenants that he or she will not allow anyone to share said PROPERTY, keep roomers or boarders, not assign, sublet, or transfer said PROPERTY or any part thereof without LESSOR'S written consent. LESSEE expressly agrees that in the event of a default by LESSEE hereunder, LESSOR may, but shall be under no obligation to do so, sublet the PROPERTY for the account of LESSEE in which event LESSOR will apply the proceeds of such subletting, first, to the cost of such subletting, including advertising and commissions, second, to the repair of damages which exist in the PROPERTY, and third, to the rental obligations otherwise owed by LESSEE. No LESSEE substitutes will be accepted without appropriate written and signed sublease form and in the event of any attempted substitution without appropriate written and signed sublease form, LESSOR may declare the LEASE is in default. LESSOR shall charge an administrative fee of no less than \$150.00 for each LESSEE making application for a SUBLEASE AGREEMENT or for adding additional persons to LEASE. Acceptance of rent by LESSOR from any assignee, sub-tenant, grantee, successor in interest to LESSEE with or without notice shall not relieve LESSEE from any obligation to pay rent or other charges herein provided for. LESSEE deposit and SUBLESSEE deposit will be held until the terms of this LEASE have been fulfilled. SUBLESSEE IS REQUIRED TO PAY A SECURITY DEPOSIT EQUAL TO THE AMOUNT PAID BY LESSEE OR AN AMOUNT APPROVED BY LESSOR. LESSEES further agree that if any one of them ever decides to move out of the rented unit prior to the end of the lease period, that the LESSES wanting to move out will continue to pay their full share of all rents and expenses or find a replacement LESSEE who is acceptable to the other LESSEES. Said replacement must be willing and able to assume the full responsibilities including signing on the original LEASE. In the event that any one of the LESSEES moves out of the unit and does not find a replacement, IT IS AGREED THAT LESSEE MOVING OUT WILL CONTINUE TO PAY ALL OF HIS/HER PORTION OF RENT, EXPENSES, ETC. ALL LESSEES AND THE LESSOR SHALL AGREE TO ANY AND ALL CHANGES TO THIS LEASE.
- 6. USE OF PROPERTY: LESSEE covenants to keep quiet possession of the premises during the term of the lease. LESSEE agrees that the leased PROPERTY shall be used only as a private residence, that no business activities shall be conducted on the PROPERTY without the prior written consent of LESSOR, and that no advertisements for any activities or businesses conducted on the property shall ever be done without the permission of LESSOR, and that the property shall be used only in a lawful manner in accordance with all City, State, and Federal laws, regulations and ordinances. LESSEE shall permit no waste of the property, but rather shall maintain the property in a clean and orderly state at all times, including the disposal of all trash and the general cleaning as required and as deemed normal by an educated society. LESSEE agrees to dispose of all trash using the appropriate containers designated by LESSOR, and LESSEE further agrees to promptly pay to LESSOR a minimum of \$50.00 anytime LESSOR removes LESSEE'S trash from the PROPERTY because LESSEE has not properly disposed of same. Any damages done to the property by LESSEE shall promptly be reported to LESSOR, who will make the final determination as to the course of repair, and LESSEE agrees to pay for all such repairs upon demand by LESSOR. Upon termination of this LEASE, LESSEE shall turn peaceable possession of the property over to LESSOR, in a completely clean state, including all plumbing fixtures, floors, carpets, appliances, windows, walls, and doors, except for the normal wear associated with the reasonable and careful use of the PROPERTY by LESSEE as agreed to in this LEASE. It is further agreed that no alterations, repairs, changes or improvements are to be made in, or to the leased PROPERTY, without the written consent of LESSOR, except such as are necessary for the proper care and maintenance of the PROPERTY. Any alterations, additions or improvements in or to the leased PROPERTY or any building situated thereon shall become the property of the PROPERTY, at the expiration or termination of this LEASE; however, LESSOR may direct the removal of alterations, additions, or improvements by giving notice to LESSEE prior to the expiration or termination of this LEASE and LESSEE shall take precautions to prevent damage to the PROPERTY which may be occasioned by the removal of such additions or alterations.

LESSEE agrees that the PROPERTY is not to be used for the purpose of holding large parties, entertaining large groups of people, or holding large meetings. LESSEE agrees to comply by all Federal, State, and City laws and ordinances regarding the consumption of alcohol by minors. LESSEE is expressly prohibited from having keg parties or open-invitation parties, or to advertise a party at the PROPERTY in any way. Drugs (possession of which is deemed illegal) are not permitted on the premises.

Please Initial Phillip ROBERTSON LESSOR P | 2

7. REPAIRS TO PROPERTY: LESSOR agrees to make repairs and do what is necessary to keep premises in a fit and habitable condition as specified in the Alabama Uniform Residential Landlord and Tenant Act of 2006. The LESSOR further agrees to maintain in reasonable good and safe working condition all electrical, gas, plumbing, sanitary, heating, HVAC, and other facilities supplied by him. LESSOR does not provide light bulbs or provide or repair screens. LESSEE agrees that LESSEE will, at LESSEE's expense, keep all waste lines, including, but not limited to toilets, kitchen sinks, garbage disposals, dishwashers, bathroom lavatories, bath tubs, showers, and washing machine drain lines open. The LESSEE will be charged a minimum of \$50.00 for any service calls to unstop any waste lines due to neglect, misuse, or carelessness of LESSEE or a guest of the LESSEE. However, LESSEE will not be charged for any stoppages that occur within the first two weeks of occupancy. LESSEE also agrees to pay for the costs of all repairs made necessary by the negligence, carelessness, or misuse on the part of the LESSEE or any guest of the LESSEE.

During the term of this LEASE, LESSEE shall promptly notify LESSOR of all repairs needed in the property, and shall allow LESSOR a reasonable time to complete such repairs. LESSEE shall not contract for any repairs to the property without the permission of LESSOR, except in extreme emergency, and shall only call a service agency after attempting to notify LESSOR. Emergency repairs are agreed by all parties to be only such repairs which are necessary to prevent damages to the property, and repairs to air conditioning equipment are expressly excluded from those repairs considered to be of an emergency nature. Upon notification of the need for repairs, LESSOR shall make the necessary arrangements for same, and LESSEE agrees to allow access to the premises by duly authorized agents and workmen of the LESSOR to inspect and make said repairs or needed alterations during reasonable hours, except in the case of emergency repairs, when said repairs shall be made in the most expeditious manner. LESSEE shall not construct or attach any structure, shelf, fence, or wall, nor make any holes in walls or doors of PROPERTY, except that LESSEE shall be permitted to hang pictures and wall hangings from walls provided that no tape or any other adhesive including putty is used to affix these items to the walls or doors.

LESSEE will be charged for all repairs required by damage to walls, including but not limited to holes and damage caused by tape and other adhesives including putty used by LESSEE to affix posters, pictures, etc. to the walls. LESSEE will be charged for the replacement of any doors damaged by holes put into same to hang pictures, towel racks, hooks, etc. LESSEE agrees to permit no waste to occur of, to, or about the Leased Premises, such as, but not limited to, removal of garbage and washing of dirty dishes, on a prompt regular basis to prevent the attraction of bugs, etc. LESSEE shall at all times maintain and take good care of the Leased Premises during the term of this lease. Upon termination of this LEASE, LESSEE agrees to give possession of the Leased Premises to the LESSOR without notice by LESSOR and Leased Premises shall be in good condition as stated in the Northcutt Realty Check-out and Cleaning Procedure. LESSEE shall make no alterations, repairs, or improvements of any type to the Leased Premises, without the consent in writing of the LESSOR, which consent may be withheld with or without justification. In the event the LESSEE does not maintain the Leased Premises in a good state of repair and keep the Leased Premises in a safe, clean, and sanitary condition during the term of this LEASE, the LESSOR shall have the right to terminate this LEASE. The LESSEE will be held liable for any damages to the Leased Premises caused by LESSEE'S guests or visitors.

Fireplaces and/or under-counter ice-makers, where provided, are deemed non-functional. LESSEE shall not attempt to use any fireplace and/or under-counter ice-maker and assumes all risk and liability for damages to the PROPERTY and/or their personal property or the property of others for failure to abide by this agreement. LESSEE may, at LESSEE's expense, have any fireplace and chimney inspected by a qualified fireplace and chimney expert and provide a copy of the inspection to LESSOR. If said inspection deems that the fireplace equipment is safe and suitable for use, then LESSEE may use the equipment but retains all liability and assumes all risks arising from said use. Any repairs to fireplace or chimney required to make the equipment safe and functional may be performed by a qualified professional with LESSOR's approval and at LESSEE's expense.

- 8. SMOKE DETECTORS / FIRE EXTINGUISHER: LESSEE agrees to never disconnect smoke detectors and to routinely check and promptly report to LESSOR any problems with any smoke detector. LESSEE shall be responsible for checking and replacing batteries in smoke detectors. LESSEE agrees to promptly report to LESSOR any use of the fire extinguisher provided in PROPERTY. Upon taking occupancy of the PROPERTY, LESSEE shall immediately notify LESSOR if no fire extinguisher or a discharged fire extinguisher is found in the PROPERTY. LESSEE shall pay for servicing all discharged fire extinguishers during the term of this LEASE, including all damages caused by such discharge by LESSEE or guests NOT in the event of fire. LESSEE will be charged for a replacement when a smoke detector has been damaged or removed from its original location.
- 9. KEYS: LESSOR shall issue one key to the property to each person named as LESSEE in this LEASE, at the time each takes occupancy. One mail key, where applicable, per unit will be issued. LESSEE shall not make duplicates of these keys without authorizations from LESSOR, LESSEE, shall never provide any person other than a named LESSEE with a key to PROPERTY. Each key issued is to be signed for at the time issued, and all issued keys are to be returned at the end of this lease term. In the event that all issued keys are not returned by the last day of this LEASE, LESSOR may elect to have all the locks on the PROPERTY re-keyed by a professional locksmith, and LESSEE agrees to pay all costs associated with such re-keying of locks. LESSEE may not have any lock on the PROPERTY re-keyed at any time during the term of this LEASE without written permission of LESSOR. LESSOR shall be under no obligation to provide after-hours lock-out service to LESSEE. In the event that LESSEE requests after hours lock-out service due to lost or misplace keys by LESSEE, a minimum charge of \_\$50.00 will be payable to LESSOR'S representative at the time LESSEE'S door is opened. LESSEE may employ the services of a professional locksmith for after hours lock-out services, however LESSEE shall be responsible for paying for such services. LESSEE agrees to never forcibly enter the PROPERTY through a window, door, or to remove any window screens to gain access to PROPERTY.
- 10. SECURITY: LESSOR does not provide a security guard or on-site security and makes no representation as to the safety of the PROPERTY. LESSEE is encouraged to use all locks installed on the PROPERTY at all times. LESSEE agrees to report all suspicious activities of any persons around the PROPERTY to the Auburn Police and/or any other appropriate law enforcement agency.
- 11. INSURANCE: LESSEE IS ENCOURAGED TO CARRY APPROPRIATE INSURANCE FOR COVERAGE OF THE PERSONAL PROPERTY BELONGING TO LESSEE AND FOR LIABILITY ARISING FROM ANY DAMAGE CAUSED DUE TO THE NEGLIGENCE OF LESSEE WHETHER OR NOT SUCH NEGLIGENCE IS INTENTIONAL. LESSEE shall

Please Initial	Parly de-		
	PHILLIP ROBERTSON	LESSOR	P   3

be responsible for insuring LESSEE's own possessions against fire and other casualties. If the Property is damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the property is substantially impaired, the LESSEE may: (a) immediately vacate the premises and notify the LESSOR in writing within fourteen days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or (b) if continue occupancy is lawful, vacate any part of the property rendered unusable by the fire or casualty, in which the LESSEE's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the property. Unless the fire or casualty was due to the LESSEE with proper accounting as required by law. Accounting for rent in the event of a termination or apportionment must be made as of the date of the fire or casualty. The LESSOR shall withhold the LESSEE's security deposit if the fire or casualty was due to the LESSEE's negligence or otherwise caused by the LESSEE, with proper accounting required by law.

- 12. COLLECTION REMEDIES: ALL RENTS ARE DUE ON THE FIRST DAY OF EVERY MONTH. In the event that any installments of the rent due under the terms of this LEASE are not paid on time, then a late fee of \$24\$\_ shall be charged each LESSEE whose rents are not received by the 5th day of the month, and an additional \$4\$\_ shall be charged for every calendar day thereafter until the rent has been received by LESSOR. Late fees shall continue to accrue until the rent and appropriate late fees are received by LESSOR. Late fees will be charged for all calendar days, including weekends and holidays. In the case of frequent late payments, or of non-payment, LESSOR may elect at its sole option to accelerate the terms of this LEASE, and demand total payment of all outstanding and late rents through the end of the lease term. Except as prohibited by law, the LESSOR may recover actual damages and obtain injunctive relief for noncompliance by the LESSEE with the rental agreement of the obligations of the LESSEE under § 35-9A-301, Alabama code 1975 and all other such damages as may be available under the Alabama Uniform Residential Landlord and Tenant Act of 2006. The acceptance of late rent shall never be construed as being an approval or agreement by LESSOR to any arrangement allowing for late payments of rent on a continued basis, and such acceptance shall never change or lessen the position taken by LESSOR in this LEASE. IN THE EVENT THAT A RENT CHECK IS RETURNED TO LESSOR BY LESSEE'S BANK FOR ANY REASON WHATSOEVER, LESSEE AGREES TO PAY A SERVICE CHARGE TO LESSOR IN THE AMOUNT OF \$30.00, or the maximum allowed by law, IN ADDITION TO ALL LATE FEES THAT WOULD THEN BE DUE FOR LATE RENT AS DETAILED ABOVE.
- 13. COMMON AREAS AND PARKING: Parking is provided at some properties but not guaranteed. It is understood that the PROPERTY may form a part of a living unit located in a building in an apartment complex or condominium. Associated with the apartment complex or condominium may be (but are not required) various areas designated for the use in common by all tenants, including the parking area, walkways, clubhouse, swimming pool, and other amenities made available from time to time in the discretion of the LESSOR. LESSEE agrees that LESSEE will be responsible for any damages to other portions of the unit, portions of the building in which the unit is occupied, other portions of the apartment complex or condominium, and all common areas if caused by the LESSEE or by guests or invitees of LESSEE. LESSEE is permitted to park one vehicle in the parking areas of the complex per bedroom or per lessee, whichever is lower. The following types of vehicles are expressly prohibited: Recreational Vehicles (RV's), trailers of any kind, boats, ATV's, construction equipment, lawn maintenance equipment, and/or business delivery vehicles. Motorcycles must be parked appropriately in a regular parking space. Working on or washing of any and all vehicles is specifically and strictly prohibited.
- **14. CONDEMNATION:** It is agreed by and between the LESSOR and the LESSEE that if the whole or any part of said PROPERTY hereby leased shall be taken by a competent authority for any public or quasi-public use or purpose, making the PROPERTY uninhabitable as a residence, then and in that event, the term of this LEASE shall cease and terminate from the date when the possession of the PROPERTY so taken shall be required for such use of purpose. All damages awarded for such taking shall belong to and be the property of the LESSOR. In the event the PROPERTY is condemned by a government agency (such as health department), then this lease will terminate from date of said condemnation.
- 15. LESSOR'S RIGHT OF INSPECTION AND ENTRY: Except in case of emergency or unless it is impracticable to do so, LESSOR agrees to provide two days notice of LESSOR's intent to enter the Property and may enter only at reasonable times. Posting on the primary door of the entry of the Property of the LESSEE stating the intended time and purpose of the entry shall be permitted method of notice for purpose of the LESSOR's right of access to the premises. During an absence of LESSEE in excess of 14 days, LESSOR may enter the dwelling unit at times reasonably necessary. Should an emergency condition exist such as, but not limited to, fire, storm, bursting of pipes, need for emergency repair, or LESSOR has reason to suspect a violation of the terms of this LEASE in which event, or events, LESSOR or its agents may enter at any time without notice. LESSEE agrees to allow LESSOR or its agents to show the PROPERTY during reasonable hours to prospective tenants or buyers during the term of this LEASE. LESSOR will make a reasonable effort to contact LESSEE 2 days prior to showing PROPERTY to prospective tenants or Should LESSOR enter for the purpose of making an inspection and determine there are any problems with repair, damage, or otherwise, LESSOR shall notify LESSEE, specifying the existence of such damage, and LESSOR shall have the option to repair, replace, clean or otherwise deal with any damaged items and shall invoice LESSEE for all such charges, including a reasonable charge for management overhead as a result of said actions with respect to any matters other than reasonable wear and tear. It is understood that more than one LESSEE may occupy PROPERTY jointly. In such event, LESSEE shall be held liable for a pro-rata share of the damages in his or her units unless it can reasonably be shown that one LESSEE was solely responsible for such damages in which event LESSEE may be held responsible for all such damages or costs of repair. LESSEE acknowledges that there is a joint responsibility with respect to the total PROPERTY, and each LESSEE may be jointly held liable for damages caused by other LESSEES or their guests in and about the PROPERTY, and accordingly each must exercise responsibility to insure that the entire PROPERTY is maintained in good order and repair at all times during this LEASE.
- 16. **DEFAULT:** If there is a material noncompliance by the LESSEE with the LEASE, except for the nonpayment of rent, LESSOR shall deliver written notice to terminate the LEASE to the LESSEE specifying the acts and/or omissions constituting the breach and the LEASE will be terminated upon a date not less than 14 days after receipt of the notice. If the breach is not remedied within the 14 days after the receipt of the notice to terminate the release, the LEASE shall terminate on the date provided in the notice to terminate the LEASE unless the LESSEE adequately remedies the breach before the date specified in the notice in which case the LEASE shall not terminate. If rent is unpaid when due and the LESSEE fails to pay rent with 7 days after receipt of written notice to terminate the LEASE for nonpayment, the LESSOR may terminate the rental agreement at the expiration of the

Please Initial PHILLIP ROBERTSON LESSOR P | 4

seven day period. If there is a material noncompliance of the LEASE by the LESSEE and a failure to pay rent when due, the seven-day notice period to terminate the LEASE will govern. Except as prohibited by law, LESSOR may recover damages and obtain injunctive relief for noncompliance by the LESSEE of the LEASE and all other such damages as may be available under the Alabama Uniform Residential Landlord and Tenant Act of 2006.

- 17. ABANDONMENT BY LESSEES: The unexplained absence of the LESSEE from the Property for a period in excess of 14 days after default in the payment of rent will be construed as abandonment of the Property. If LESSEE abandons the Property, LESSOR shall make reasonable efforts to rent it at a fair rental. However, such duty shall not take priority over the LESSOR's right to first rent other vacant units. If the LESSOR rents the Property for a term beginning before the expiration of the LEASE, the LEASE terminates as of the date of the new tenancy. If LESSEE leaves property in a unit more than 14 days after termination of the LEASE, LESSOR is not under duty to store or protect LESSEE's property in the unit and may dispose of it without obligation.
- 18. LAWS AND ORDINANCES: LESSEE agrees to comply with all laws, regulations and city ordinances affecting the use and occupation of the PROPERTY hereby leased. LESSEE agrees to take proper care of and protect PROPERTY from damage and shall be accountable for failure to do so at no cost to LESSOR. LESSEE shall replace all broken glass, replace all keys or locks lost or broken and keep PROPERTY in a sanitary condition. The OCCUPANCY ADDENDUM is hereby made a part of this LEASE for any property located within an area of the City of Auburn, Alabama, where zoning ordinances limit the number of non-related occupants that may reside in a specific area of the City of Auburn, Alabama.
- 19. HEIRS, ASSIGNS, ETC.: The parties agree that the words LESSOR and LESSEE whenever used in this LEASE include heirs, devisees, legatees, executors, administrators, legal representatives, successor or assign of the LESSOR and LESSEE respectively as if each time fully expressed.
- **20. ALTERATIONS:** It is further agreed by and between the parties to this LEASE that no alterations, painting, wallpapering, repairs, changes, or improvements of any type or character are to be made in or to the PROPERTY herewith leased without the consent in writing of LESSOR except such as are necessary for the proper care and maintenance of the premises in an emergency.
- 21. FOR RENT FOR SALE: LESSEE agrees that LESSOR shall have the right to attach a "For Rent" sign or a "For Sale" sign on the PROPERTY or in the window of the PROPERTY, and LESSEE agrees to allow LESSOR and/or its agents to show the PROPERTY during reasonable hours, as stated in Section 15 to prospective renters or buyers at any time during the term of this LEASE.
- 22. EXCUSE OF LESSOR'S AND LESSEE'S PERFORMANCE FORCE MAJEURE: Anything in this LEASE to the contrary notwithstanding, LESSOR shall not be deemed in default with respect to the delivery of actual possession or quiet enjoyment of the leased PROPERTY, nor shall LESSOR be deemed in default in the performance of any of the terms, covenants, provisions or conditions of this LEASE to be performed by LESSOR if any failure of LESSOR'S performance shall be due to fire, storm, flood, rain, freeze, ice storm, earthquake, accidents, explosion, civil commotion, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, statutes, laws, ordinances or controls, labor unrest, picketing, strikes, walkouts, lockouts, windstorm, inability to obtain any material or service, power outage or act of God, or any other cause whatsoever beyond the reasonable control of LESSOR and LESSOR shall incur no liability damages or obligation in any of such causes.
- **23. SEVERANCE:** In the event that any provisions of this LEASE is found to be invalid or contrary to law, or unenforceable, such invalidity or violation of law or unenforceability shall not affect the remainder of the LEASE and the remainder shall remain in full force and effect.
- 24. JOINT AND SEVERAL LIABILITY: This is a joint and several obligation. Where there is more than one LESSEE, each is jointly and severally liable for payment of rent, and all other charges associated with this lease, in full. Default in payment of rent or any other charge associated with this lease or any other provision of this LEASE by any LESSEE shall be deemed a default by all
- 25. FURNITURE: In any case where furniture or appliances are provided as a part of the LEASE, it is expressly agreed that no items provided by LESSOR are ever to be removed from PROPERTY without prior written consent from LESSOR. LESSEE agrees that when LESSOR supplies furniture, LESSEE will permit no waste, LESSEE will not place any furniture or furnishings that belong to the LESSOR outside the unit without written permission, and will upon termination of this LEASE, return the same to LESSOR in as good condition as at the beginning of this LEASE, or as same may be put in during the term, subject to reasonable use and wear thereof; and LESSEE further agrees that LESSOR may inspect the Leased Premises and furniture herein leased during reasonable hours. LESSEE will be held responsible for any furniture which obtains a permanent odor (ex. cigarette, animal) and LESSEE hereby agrees to pay for replacement of said furniture.
- **26. WAIVER ESTOPPEL:** The failure of LESSOR to insist upon strict performance of any portion of this LEASE shall not act as a waiver or relinquishment of any portion of the LEASE but rather the LEASE will remain in full force and effect.
- **27. RULES & REGULATIONS:** LESSEES agree to abide by all RULES & REGULATIONS that may be implemented by LESSOR, OWNER, or any governing Association of Owners. LESSEE acknowledges receiving a current copy of any such RULES & REGULATIONS prior to the signing of this lease and hereby acknowledges that they are an attachment to this lease.
- 29. GUARANTOR AGREEMENT PROMISE TO PAY (where applicable): The Guarantor(s) hereby agree as evidenced by the attached Guarantor Agreement(s) without exception to guarantee the timely payments of rent and deposits and any other charges associated with this lease by the LESSEES, as described herein in this LEASE Agreement and all subsequent renewals thereof, and in any event that the rent is not paid on time by the herein named LESSEES, upon notification by LESSOR, the Guarantor(s) promise to pay any and all of the remaining installments of the rent due under this LEASE, directly to the LESSOR, in accordance

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	PHILLIP ROBERTSON	LESSOR	P   5

with the terms of the LEASE. The Guarantor(s) have read and reviewed the Guarantor Agreement to their satisfaction and understand fully that this guarantee constitutes a legal and binding contract between Guarantor and the LESSOR. This contract shall be binding under the Laws of the State of Alabama, regardless of the State in which this document is signed, and in the event of any legal action arising out of this promise, the Guarantor(s) agree without exception that the place of venue shall be Lee County, Alabama.

- 30. ACKNOWLEDGMENT: LESSEE hereby acknowledges that he or she has read this LEASE, the RENTAL APPLICATION, and the RULES & REGULATIONS. LESSEE understands that the RULES & REGULATIONS may be amended from time to time and are for the purpose of protecting the premises and providing for the safety and well being of all who lease and reside in the PROPERTY. LESSEE agrees to comply in all respects with the terms and provisions of this LEASE and LESSEE acknowledges that this LEASE is a legal document and is intended to be enforceable against LESSEE and any GUARANTOR in accordance with its terms and conditions. This LEASE shall be governed by and construed in accordance with the laws of the State of Alabama. This LEASE and its attachments represent the entire and inclusive agreement between the parties hereto.
- 31. <u>IMPORTANT:</u> It is important that you read this document before signing. This is a legally binding contract and if you do not understand it, you should seek competent advice or assistance. If LESSEE is under 19 (or 18 and married), then his/her parent or legal guardian must also become a party to this Lease as Co-Signor/Guarantor by signing a Guarantor Agreement. Any Co-signor / Guarantor signature not signed in the presence of the LESSOR or his authorized agent must be notarized. In order to have a fully executed and valid lease which will hold the unit <u>ALL</u> documents referenced in Section 32 <u>MUST</u> be properly executed by all parties and all monies owed (security deposit, leasing fees, etc.) must be paid to LESSOR. No units will be held during this process.

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Office Use Only: Property: THE VIEW (4BR) - ONE PER: DECEMBER 05, 20 13 Office: MM
32. Attachments: It is hereby acknowledged and agreed to that the following items are Attachments to and therefore are a part of this Lease:  A. APPLICATION (Completed and signed prior to approval.)  B. CURRENT RULES and REGULATIONS (Copy furnished to LESSEE(s) with copy of Lease)  C. NO PET Addendum (Signed by LESSEE(s) with Lease.)  D. NOTICE TO NEW TENANTS (Signed by LESSEE(s) with Lease.)  E. MODEL UNIT Addendum (Signed by LESSEE(s) with Lease.)  F. NORTHCUTT REALTY check out and cleaning procedure. (Copy furnished to LESSEE(s) with copy of Lease)  G. BED BUG ADDENDUM (Signed by LESSEE(s) with Lease, where applicable.)  H. LEAD-BASED PAINT Addendum (Signed by LESSEE(s) with Lease, where applicable.)  J. OCCUPANCY ADDENDUM (Signed by LESSEE(s) with Lease, where applicable)  K. CONTINGENCY AGREEMENT (Signed by LESSEE(s) with Lease, where applicable)  L. GUARANTOR(s) AGREEMENT(s) (Signed by Guarantor(s).)  M. UTILITY GUIDE (Given to LESSEE(s) at time of signing Lease)  Lease is discounted for ONE person only.
33. <b>SIGNATURES:</b> IN WITNESS WHEREOF, the parties below have executed this instrument on the date and the day first written above
LESSEE name: PHILLIP ROBERTSON
LESSEE email: pjr0009@auburn.edu
DOB: 06/14/1990 Phone: 256-617-0926
Permanent address: 162 Dartmouth Drive
City: Madison State: Al Zip: 35757
Permanent phone:
LESSEE Signature
GUARANTOR Signature:
LESSOR: Northcutt Realty, LLC

## NORTHCUTT REALTY RULES AND REGULATIONS

WELCOME TO AUBURN AND TO NORTHCUTT REALTY. WE STRIVE TO PROVIDE THE FINEST AND MOST WELL MAINTAINED HOUSING IN AUBURN. WE WILL DO OUR BEST TO MAKE YOUR STAY WITH US AN ENJOYABLE EXPERIENCE. WE HAVE THE FRIENDLIEST AND MOST CARING STAFF IN AUBURN; FROM OUR OFFICE PERSONNEL TO OUR MAINTENANCE PERSONNEL. OUR GOAL IS SIMPLE – HOW MAY WE HELP. PLEASE DO NOT HESITATE TO CALL OUR OFFICE WITH ANY QUESTIONS OR CONCERNS AT ANY TIME. WE ARE OPEN FROM 8:30 AM TO 5:00 PM MONDAY THRU FRIDAY AND OPEN SOME SATURDAYS, JANUARY THROUGH AUGUST, FROM 9:00 AM TO 12:00 NOON. OUR OFFICE TELEPHONE NUMBER IS (334) 826-7720. AN EMERGENCY NUMBER IS PROVIDED FOR PLUMBING AND ELECTRICAL EMERGENCIES AFTER HOURS.

THERE ARE SEVERAL RULES, REGULATIONS AND REMINDERS THAT WE WOULD LIKE TO MENTION TO HELP

MAKE YOUR STAY WITH US MORE ENJOYABLE FOR YOU AND YOUR NEIGHBORS.

- 1. PARKING AREA: Parking is for residents only, 24 hrs/day, 7 days/week and is not guaranteed. All vehicles must display a current and valid Northcutt Realty parking permit. Vehicles should be locked at all times and parked in a reasonable manner. Any vehicle illegally parked will be towed. No vehicle shall be parked in front of garbage dumpsters, in the grass, in fire lanes or blocking another vehicle in. The parking areas shall not be used for any boats, campers, trailers or motor homes. Resident parking permits are property of Northcutt Realty, may be voided or revoked at any time and must be turned in upon move-out. Any LESSEE found to have duplicated a parking permit may lose their parking privileges.
- 2. NOTICES: All requests or complaints shall be made to Northcutt Realty. Residents shall give immediate notice of any accidents, injuries, broken water pipes or damages to the apartment premises.
- 3. NON SMOKING UNIT: The unit being leased is a designated non-smoking unit. LESSEE shall be responsible for any and all damages caused by smoking of any product including, but not limited to, odor elimination, re-painting and recarpeting. If smoking evidence is found, there will be an initial fine of \$100.00 per LESSEE, and \$100.00 per LESSEE for each day thereafter that the evidence remains in the dwelling. Parking privileges for the entire unit may also be revoked at the discretion of the LESSOR. This fine is due at time of notice. Smoking is allowed on porches, balconies and all exterior areas. Residents are responsible for and will be charged for the removal of any cigarette butts or other smoking materials that are not disposed of properly.
- 4. ODORS: LESSEE shall not cause or permit any odors of any kind to emanate from or exist within the premises. In the event LESSOR or LESSOR'S AGENT notifies LESSEE in writing that odors are emanating from or exist within the Premises, LESSEE shall, within three (3) days after such notice from LESSOR or LESSOR'S AGENT, commence to install, at LESSEE's sole cost and expense, reasonable control device(s) or initiate procedures to eliminate such odors and shall complete such installations within five (5) days thereafter. Should LESSEE fail to install said devices or procedures or if said devices or procedures are not effective in the removal of the odor within (5) days after installation or initiation, LESSOR or LESSOR'S AGENT may install devices, initiate procedures or contract with an independent contractor for the removal of said odor(s). LESSEE shall be solely responsible for all costs associated with said removal.
- 5. COMMON AREAS: Residents are urged to assist in keeping the common areas (walkways, grass, laundromat, mailroom and parking areas) clean and neat. The entrance area to the property shall be kept clean and neat by the residents of the respective property served. LESSEE may not attach or place any object including, but not limited to, seasonal decorations, television antennae, satellite dishes or laundry on the exterior of the property without prior written consent of LESSOR.
- GARBAGE: Garbage should be bagged and removed from apartment daily. No garbage should remain outside apartment at
  any time nor inside apartment when resident is away overnight. A fee of <u>\$50.00</u> will be charged against a resident for
  removal of same.
- 7. It is agreed that no pets will be allowed on the premises herein leased unless provision for such is made in writing by stipulation in this lease. A minimum fine of \$\frac{\$100.00}{\$100.00}\$ per day per tenant will be assessed immediately and until said pet is removed. This fee must be paid at the time of violation. A Tenant found to be in violation of this rule shall also be subject to eviction and parking hang tag removal after the first offense.
- 8. APARTMENT INTERIOR: No nails, tacks or screws shall be affixed into the wall, ceilings or woodwork of any apartment (inside or outside) without management's written approval. The hanging of pictures, etc, shall be accomplished by means that are removable without damage and without spots remaining on walls or otherwise.
- 9. FLAMMABLES/EXPLOSIVES: Storage of kerosene, gas, butane or other bottled gases, flammable or explosive agencies is prohibited. Kerosene heaters are not allowed on premises.
- 10. SALES/SOLICITATION: No sales (auction, yard sales or otherwise) are permitted on premises. Likewise solicitors are not permitted. Notify management immediately of any solicitation on the premises.
- 11. OUTDOOR COOKING: NO GRILLS OF ANY TYPE ARE ALLOWED ON THE PREMISES UNLESS PROVIDED BY LANDLORD.
- 12. GENERAL CONDUCT: All residents are expected to respect the rights of others. No resident (or guests) shall make or permit to be made any disturbing noises on the premises, nor shall resident (or guests) do anything that interferes with the rights, comforts and conveniences of other residents. QUIET HOURS of 10:00 pm to 8:00 am Sunday night through Friday morning and 11:00 pm Friday night through 8:00 am Sunday shall be observed and enforced. Noise (music or otherwise) shall be maintained at a reasonable level at all times. Loud or bothersome music or noise will not be tolerated. Intoxicated, loud or boisterous persons will likewise not be tolerated. Keg parties are not permitted. Any LESSEE violating this section may be fined a minimum of \$50.00 or evicted. Skateboarding and Rollerblading shall not be allowed on any Northcutt Realty properties.
- 13. GUESTS: Guests are the responsibility of the resident visited, including any damage done to the premises by any guest.

- 14. LOCKS/KEYS: Management may retain passkey to each apartment. No resident shall alter or install a different lock on any door without written approval from manager. All keys (apartment or otherwise) not returned at termination of lease will be charged to residents at the rate of at least \$50.00 each to be deducted from deposit.
- 15. PROHIBITED PROPERTY ON PREMISES: No waterbeds or pianos are permitted on premises. Drugs (possession of which are deemed illegal) are not permitted on the premises.
- 16. MOTORCYCLES: Motorcycles, including motorbikes and mini-bikes will not be parked in or on walkways, grass, and entrance landings to apartments. Parking will be allowed only in the parking lot or other areas specifically provided by management (if any).
- 17. WINDOWS: Cleaning, maintenance and interior covering of windows are tenant's obligation. Residents are required to provide shades, curtains or blinds for windows (if not furnished by landlord). Sheets, towels and other makeshift coverings are not permitted. LESSEE shall be charged for any broken window.
- 18. MOVING: Residents moving furniture or belongings shall not allow any vehicles on the grass, sidewalks or elsewhere except the designated parking areas. Abandoned property of the Tenant may be disposed of without notice or obligation by the Landlord.
- 19. SUB-LETTING: Sub-letting allowed only with prior consent of management. A fee of \$\\_\$150.00 per person shall be made for sub-letting.
- 20. UNIT MAINTENANCE: Upon moving into the rental unit, any necessary cleaning, damage to apartment, carpet, furniture or fixtures should be noted and manager notified so that both manager and resident can sign a written memo. Residents are expected to keep their respective apartments in a clean and neat manner at all times. Upon moving out, the unit shall be clean in all respects. Charges will be applied against your deposit for failure to clean the unit properly. Please take the time and effort to properly clean the apartment, as it is an unpleasant matter to charge a resident for failure to clean same. LESSOR reserves the right to have the unit professionally cleaned and/or exterminated at LESSEE's expense after one warning for keeping the unit in poor condition.
- 21. LATE CHARGES/RETURNED CHECKS: All rent paid in payments is due on or before the 1<sup>st</sup> day of each month. For rent not paid in full on or before the 5<sup>th</sup> day of each month, a late fee of \_\_\$24\_ will be assessed on the 6<sup>th</sup> day. From the 7<sup>th</sup> day and until the entire balance due is paid, additional late fees of \_\_\$4\_ per day shall be assessed. POSTMARK DATE IS NOT A FACTOR IN DETERMINING THE TIME OF LESSOR'S RECEIPT OF RENT OR OTHER AMOUNT OR THE APPLICABILITY OF LATE CHARGES.
- 22. THE LESSOR RESERVES THE RIGHT to make and enforce such other reasonable rules and regulations as in its judgment may be deemed necessary or advisable from time to time to promote the safety, care and cleanliness of the premises and for the preservation of good order herein.
- ANY APPLIANCE (refrigerator, range, microwave, dryer or washing machine, etc.) that is damaged through negligence or misuse will be charged against the LESSEE.
- 24. OCCUPANCY USE: ONLY the LESSEE named on this contract shall occupy the premises. The premises shall be used as a private residence only. No other person shall occupy the said premises without written consent of the LESSOR. Any additional persons occupying the premises shall be charged at a minimum rate of \$100.00 per additional occupant per month. This does not apply to dependent children.
- 25. A tenant who calls Northcutt Realty after business hours to be let in their unit will be charged a \$50.00 service call.
- 26. A Tenant must vacate the unit by 12:00 noon the day of expiration of the lease. A tenant desiring to return to the same unit for the succeeding lease period must sign a new lease by January 31st in order to have priority on that unit.
- 27. INCORPORATION OF THESE RULES INTO LEASE: These rules and regulations are referred to in the lease and are thereby incorporated by reference. Northcutt Realty Check-out and Cleaning Procedure is incorporated into the lease and made a part hereof by reference thereto.

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LESSEE /	PHILLIP ROBERTSON	)

LESSOR:	NORTHCUTT REALTY, LLC
By:	

#### NO PET ADDENDUM

I (We), the undersigned, understand that the lease I (we) signed is for a **"NO PET"** unit unless otherwise arranged for in writing and made part of this LEASE by ADDENDUM. **There are NO exceptions.** 

I (We) further understand that if a pet should be found in or around the premises at anytime for any length of time the following may, at the discretion of Northcutt Realty, occur:

- 1. The entire security deposit held on the unit may be forfeited.
- 2. The total rent payment for the entire length of the lease may become due and payable immediately.
- 3. Eviction procedures may begin and may be carried out.
- 4. All damages done by the pet will be the responsibility of the undersigned.
- 5. The pet must be removed from the unit/premises immediately. There will be an initial fine of \$\\_\$100.00 per pet, per LESSEE. An additional \$\\_\$100.00 fine per pet, per day, per LESSEE will be assessed for each day thereafter that the pet(s) remains on the premises. This fine is due at time of notice.
- 6. You must have the unit professionally treated for fleas by a licensed exterminating company and the carpets and upholstered furniture steam cleaned by a company approved by LESSOR. This will be at your expense and you must provide a receipt to Northcutt Realty proving that these have been done.
- 7. Parking privileges for the entire unit may be revoked at the discretion of the LESSOR.

NO PETS means you may not have a pet in or around the premises whether you own the pet, a parent owns the pet, a friend owns the pet or if the pet just "shows up" at the property.

#### NOTICE TO ALL TENANTS

At Northcutt Realty, we strive to assure you a smooth transition into your new home. You should be able to move in on the beginning date of your lease, but due to the high turnover rate for Fall Semester, your unit may not be completely ready.

Painting interior walls and ceilings shall be done at the discretion of the owner and/or his agents. If you choose to paint a different color or shade you will be charged at move out to repaint unit back to its original color.

We will do everything possible to assure that your unit is **reasonably** clean, however, you may need to bring cleaning supplies to put on the finishing touches. If your unit is not reasonably clean, you should notify us when you move in, not when you move out. Our staff will work as diligently as possible to complete all necessary maintenance within a reasonable time period. If we do not get to the maintenance as quickly as you would like, and you feel that you could find someone else that may be faster, you may do so at your expense.

We will strive to make your experience with us a pleasant one. We appreciate your patience and cooperation.

#### MODEL UNIT DISCLAIMER STATEMENT

Northcutt Realty, LLC uses model units from time to time in the leasing of certain rental properties. The purpose of model units is to represent the general floor plan and layout of particular unit types at a specific property. The use of model units does NOT in any way other than general floor plan and layout constitute a representation of the unit that may be assigned to a LESSEE.

The following is a partial list of some items that may vary from unit to unit within a particular property: Location within the property, floor level (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.), decorative finishes (i.e. paint colors, floor covering, etc.), appliance age, color or condition and general condition of the unit.

Northcutt Realty, LLC strives to give an accurate representation of the units leased, however, variations do occur.

I, the undersigned, have read and understand Northcutt Realty, LLC's policy and statements for all the above information.

Unit #	
Date	

## NORTHCUTT REALTY CHECK-OUT AND CLEANING PROCEDURE

#### **CLEANING CHECK LIST.**

The following check list is provided so you will be aware of what is expected in cleaning the unit. If you follow the check list properly, you should not have any cleaning charges deducted from your deposit. If you do not, a cleaning service will be hired and you will be charged accordingly.

CARPETS: VACUUM all carpeted areas including around edges where carpeting meets baseboards. Move furniture and vacuum dust covered vents or slats in utility closet doors. Vacuum all floors and around edges of refrigerator and other appliances.	
<b>FLOORS:</b> SWEEP and MOP all non-carpeted floor surfaces. Be sure to remove all dirt and grime from corners.	
DUSTING: DUST all baseboards, windowsills, blinds, cabinets and furniture. Dust around the top edges of the walls where they meet the ceiling to remove cobwebs.	
WINDOWS: WASH windowsills and clean inside of windows only. A squeegee and a solution of ammonia water make this easy work. Report any damaged windows or screens to management.	S
STOVE: OVEN SHOULD BE CLEANED SPOTLESS. You must use an oven cleaner such as "Easy-Off" in order to cleat the oven properly. CLEAN surface eyes, rings, drip pans and area under drip pans. If rings and/or drip pans are excessive soiled, you may be required to purchase new ones. Drip pans must be either in like new condition or replaced. If oven is self-cleaning, run through cycle, then wipe out. If not then clean oven, racks and drawer. Remove residue of oven cleaner with a wet cloth.	ely
HOOD: CLEAN range hood topside and underneath. Remove fan filter and clean in hot soapy water before replacing.	
REFRIGERATOR: WIPE out refrigerator and freezer. Clean all shelves, drawers and walls. Dry thoroughly to prevent motern the second	old.
WASHER/DRYER: CLEAN outside of washer/dryer. Leave the lint filters clean and in the washer and dryer.	
KITCHEN AND BATH CABINETS: CLEAN all cabinets inside and out. Wash counter tops. Use bleach to remove stubborn stains. If any plumbing leaks are detected within the cabinet, or if there is evidence of damage from a previous leading report to management.	eak,
PLUMBING FIXTURES/KITCHEN/BATHROOM: ALL drains must be left free of clogs. DO NOT USE DRANO OR ANY OTHER PRODUCT THAT HEATS UP BECAUSE IT WILL DAMAGE THE PVC PIPES. Clean sinks, toile and tub well, inside and out. Clean hard to remove stains with a product like Clorox Clean Up or Tylex Mildew/Soap Scur Remover and scrub with a brush. A product like Wink can be used for rust stains. Clean around the base of the toilet as we as inside bowl. Clean under bowl rim. Report any maintenance problems to management. Wipe down the toilet, sink, cle the mirror and chrome faucets.	ets m ell
WALLS AND DOORS: REMOVE dust and dirt that may have accumulated on baseboards. All doors should be cleaned. A soft product like 409 should easily remove grime on doors and walls. DO NOT USE ANYTHING ABRASIVE ON DOORS. If you have patio doors, make sure that the glass is cleaned. DO NOT WASH WALLS AS THEY HAVE FL BASE PAINT. If walls require painting due to heavy soil, you will be required to pay for professional painting and wall preparation as needed. Painting by tenant will not be accepted. Repairs to or replacement of damaged walls and doors will be charged to the tenant.	ΑT
OUTSIDE STORAGE ROOM: (IF APPLICABLE) Clean out and sweep.	
FRONT PORCH: SWEEP.	
BACK PORCH: (IF APPLICABLE) Sweep.	
TRASH: REMOVE from the unit and dispose of properly. No items of furniture or other items too large for the dumpster we be deposited in the dumpster area but will be carried away from the premises by the LESSEE. Remove all of your personal belongings including ALL trash, clothes, hangers, food and cleaning supplies. Any thing that you leave behind will have be removed and the cost of removal will be charged against your deposit.	al
<b>FURNITURE:</b> ARRANGE all furniture in furnished units to its original position. If you do not remember how the furniture supposed to be arranged, check with your property manager. Your security deposit will be charged if we have to move bar of any furniture into its correct place in the unit.	
LIGHTS & FIXTURES: REPLACE all burned out bulbs. If you cannot reach a bulb in the ceiling, leave a new bulb and or maintenance staff will replace it for you at no charge. Do not remove light bulbs from the premises. All light bulbs must be in working condition.	
<b>FINAL CHECK:</b> WALK through the entire unit and make sure <b>EVERYTHING</b> is clean and in order. A self addressed stamped envelope must be given to Northcutt Realty before checkout.	

This Document has been read and understood by me/us and is an ATTACHMENT to my/our LEASE. I/We understand that it is my/our RESPONSIBILITY TO RETURN THE UNIT TO THE LESSOR UPON VACANCY IN GOOD CONDITION, excepting normal wear and tear.

I/WE AGREE TO ABIDE BY THIS MOVE-OUT AGREEMENT AND ACCEPT RESPONSIBILITY FOR CHARGES INCURRED AS A RESULT OF THE MOVE-OUT INSPECTION AT THE TIME I/WE VACATE THE PREMISES.

## Bed Bug Addendum

The goal of this Addendum is to protect the quality of the rented unit's environment from the affects of bed bugs by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

- Lessee acknowledges the Lessor will inspect the unit prior to occupancy and is not aware of any bed bug infestation.
- 2. Lessee agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.

#### Lessee hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

- 1. Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment.
- 2. Check backpacks, shoes and clothing after using public transportation or visiting theaters.
- 3. After guests visit, make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
- 4. Lessee shall report any problems immediately to Lessor. Even a few bed bugs can rapidly multiply to create a major infestation that may spread to other units.
- 5. Lessee shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management specialist will be called in to eradicate the problem. Your unit must be properly prepared for treatment. Lessee must comply with recommendations and requests from the pest management specialist prior to treatment including, but not limited to:
  - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
  - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
  - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
  - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands.
     Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
  - Wash all machine-washable bedding, drapes and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.
  - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- Lessee agrees to reimburse the Lessor for expenses including but not limited to attorney fees and pest management fees that Lessor may incur as a result of infestation of bed bugs in their unit or that spread to adjoining units.
- 7. Lessee agrees to hold the Lessor harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.
- 8. It is acknowledged that the Lessor shall not be liable for any loss of personal property of the Lessee as a result of an infestation of bed bugs. Lessee agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Lessee(s) agree and acknowledge having read and understood this addendum.

THE VIEW (4BR) - ONE PERSON R		
Property Pulla de	Unit	
Lessee PHILLIP ROBERTSON	Date	

## **CONTINGENCY AGREEMENT**

	PHILLIP ROBERTSON			
as LES	SEE and Northcutt Realty as LESSOR shall be amended as follows:			
1.	That the Lessee has signed a Lease Agreement as attached hereto for the purpose and intent or duplex in the apartments or duplexes as described in the said Lease Agreement.	of leasing an apartmen		
2.	That the Lessor does fully understand that the terms of said Lease Agreement are continger known vacancy in said apartments or duplexes on the beginning date of the lease as of the:	1		
3.	That if no vacancy exists on the beginning date of the lease in said apartments or duplexes, a Agreement, as of the Contingency Date this lease becomes null and void and both parties Lease Agreement. Lessor shall return any security deposit and fees (excluding the application Lessee at that time. Lessor shall not be bound or responsible to provide the Lessee with an any type if there is no vacancy in the apartments or duplexes set forth in the Lease Agreement	are released from said fee) paid by Lessee to apartment or duplex o		
4.	That the date and time of the signing of the Addendum shall be placed upon this Addendum in the spaces provide below by Lessor upon receipt of the completed Lease Agreement, Rental Application, this Addendum and a applicable deposits and fees. Any vacancy that exists on the beginning date of the lease as of the Contingency Darshall be filled on a first come, first serve basis. The controlling date and time being that that is set forth below.			
5.	That if a vacancy exists on the beginning date of the lease as of the Contingency Date and the Lessee is one of th Lessees that gets one of the vacant units, based upon the first come, first serve basis, as set forth above, then th Lease Agreement is valid and enforceable as to all the terms set forth therein.			
6.	That notification to the Lessee that they have gotten one of the vacant apartments or duplexes is not required in order the Lease to be in full force and effect. The terms of the Lease are in full force and effect upon the Lesse qualifying for one of the vacant apartments or duplexes in the apartments or duplexes set forth in the Lease Agreement and in accordance with the terms herein.			
7.	That the Lessee does fully understand that they are bound by the terms of the Lease Agreement immediately upon qualifying as set forth herein and that if they have signed a lease agreement for another rental unit with any compan or person other than Northcutt Realty, they must still fully perform under the terms of the Lease Agreement signed with Northcutt Realty.			
8.	That the written terms of this Addendum and the Lease attached hereto do fully and complete all the agreements, oral or written, by the parties and that all prior oral or written agreements are not enforceable unless included herein.	•		
Date an	nd time of completion of Lease Agreement and Addendum:			
	Date	Time		
Agreed	I to this05 day ofDECEMBER, 2013 by:			
16	illap il-			
Lessee	( / PHILLIP ROBERTSON )			
LESSO	DR: Northcutt Realty, LLC			
<del></del>				



## **GUARANTOR AGREEMENT - PROMISE TO PAY**

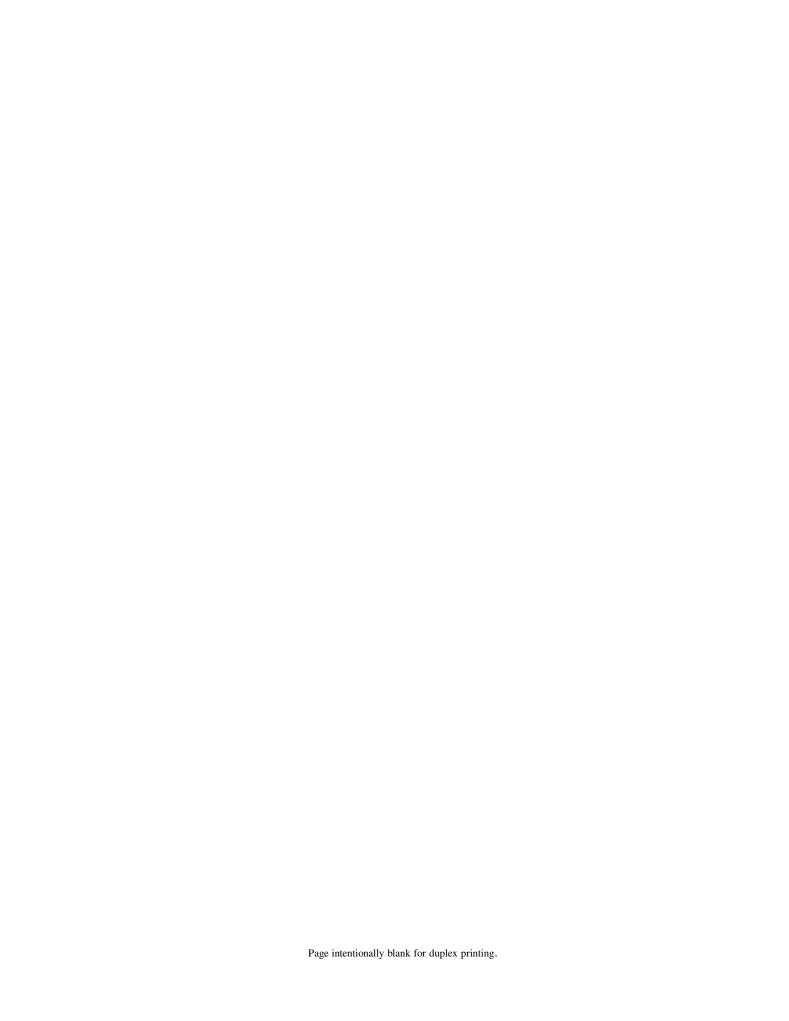
LESSEE'S name: PHILLIP ROBERTSON		Office: MM
Property: THE VIEW (4BR) - ONE PERSON	Unit #:	
Lease Start Date: 12/27/13	Lease End Date:	7/31/14 .
Other LESSEE'S on the Lease:		
1. LESSEE promises to pay LESSOR as ren	t the <b>full sum</b> of: \$ 9,000	0.00 (+1.5% rental tax*)
2. SEMESTER installments, payable to No	orthcutt Realty: Fall Semester	\$3,750.00 (+1.5% rental tax*),
Spring Semester \$ 3,750.00 (+1.5%	rental tax*), Summer Semester \$	1,500.00 (+1.5% rental tax*), <b>OR</b>
these semester payments may be made in	installments of \$ 750	0.00 (+1.5% rental tax),
DUE 01/01/14-07/01/1	.4AND _	PAYMENTS OF
\$(+ 1.5% Rental Tax*) DUE		
(If making twelve equal payments, the total amount	nt of each payment, including the	1.5% rental tax shall be \$
charged each LESSEE on the 6 <sup>th</sup> day of the n thereafter until the entire balance has been re charge of \$30.00 or the highest amount per rent as detailed above. POSTMARK DATE IS RECEIPT OF RENT OR OTHER AMOUNT (4. LESSOR WILL NOT BILL LESSEE. Parking lot of the Northcutt Realty office. M	ceived by LESSOR. Any returnited by law in addition to all S NOT A FACTOR IN DETERMOR THE APPLICABILITY OF Drop boxes for payment after lailing address for rent paymen	rned checks shall be charged a service late fees that would then be due for late MINING THE TIME OF LESSOR'S LATE CHARGES. hours are located by the front door and the
Please always note your complex and unit	₹	one modifications and naneuvals of the lease
<ol><li>I understand that this guarantor agreemen regardless of increase in rent. If I wish to tenamed LESSEE signing the Lease Renewal.</li></ol>		
<b>6.</b> I understand that the above referenced Le above, along with their guarantors (if applica above. While each LESSEE/Guarantor may laws of joint and several tenancy for the full	ble), and I are all held response be paying a portion of the mon	ible for the total rent for the unit listed athly rent, we are all responsible under the
<b>7. I authorize</b> all inquiries on me including verification of the same. I understand that al constitute reason for denial of my ability to b constitute grounds for termination of the LEA	I data will be held in strict confie a guarantor and, if discovere	fidence and that any false information will
I agree to guarantee without exception the on-time pa LESSEE as a result of the Joint and Several Lease A LESSEE on time, upon notification by LESSOR, I pr directly to the LESSOR, in accordance with the terms understand fully that this guarantee constitutes a legal under the Laws of the State of Alabama, regardless of of the PROMISE, I agree that the place of venue shall	Agreement referenced above. In the comise to pay any and all of the rema of the LEASE. I have read and reviand binding contract between GUARA the State in which this document is s	event that the rent is not paid by the above named aining installments of the rent due under the LEASE ewed the Guarantor Agreement to my satisfaction and ANTOR and LESSOR. This contract shall be binding
*RENTAL TAX: LESSEE shall pay an amount equal t located within the City of Auburn, Alabama as a renta of Auburn, Alabama as per Ordinance 1842 of the city	1 tax. This tax is equal to the amount	
Guarantor's Full Legal Name (print): Sarah F		
Guarantor's Home Address: 162 Da City: Mac	rtmouth Drive	36832
City: Mac Guarantor's Email: Sirobertson@knology		
	Phone:()	Work Phone:(256_) 682-1422
Guarantor's Social Security #:	D/C	D/B: <u>06/01/1965</u>
Relationship to LESSEE: Mother  Place of Employment: N/A	Pho	ne: (256, 682-1422
Guarantor's Signature:  ***Signature MUST be notarized unless signed	D.	10/10/0010
***Signature MUST be notarized unless signed The above,	I in the presence of a Northcutt I	Realty employee*** day of 20
and affixed his/her signature where so indicated	•	
Notary's Signature:	Seal	
•		Data
LESSOR'S Signature:		Date:



## **UTILITIES**

\*\*UTILITIES MUST BE PUT INTO THE TENANT'S NAME EFFECTIVE THE SAME DATE THAT THE LEASE BEGINS. ANY UTILITY BILLS CHARGED TO NORTHCUTT REALTY WILL BE CHARGED BACK TO THE TENANT. UTILITIES REMAINING IN NORTHCUTT REALTY'S NAME WILL BE DISCONNECTED THE DAY AFTER KEYS HAVE BEEN PICKED UP. \*\*

•	ALABAMA POWER CO 1-800-245-2244
•	AT&T (Telephone) 1-800-757-6500 (Outside Alabama) 1-800-753-3320 (May also use DSL for internet) *Please inform us of your telephone number*
•	CHARTER - CABLE T.V 1-334-207-7452 (May also use for internet)
•	ALAGASCO (Gas)
•	AUBURN WATER BOARD 1-334-501-3050 (Fax #) 1-334-501-7292
	YOUR ADDRESS IS:
	340 N. DONAHUE DRIVE UNIT  AUBURN, ALABAMA 36830



Date: DECEMBER 05 20 13	Office: MM
Desired Property: THE VIEW (4BR) - ONE PERSON RATE	
Name on Lease: PHILLIP ROBERTSON	- -
Email: pjr0009@auburn.edu	Phone: 256-617-0926
Name on Lease:	_
Email:	Phone:
Name on Lease:	_
Email:	Phone:
Name on Lease:	-
Email:	Phone:
Sent Paperwork With Emailed Paperwork	Lead Only (No Paperwork Sent)
Follow Up:	<del></del>
Email: Sent Paperwork With Emailed Paperwork Follow Up:	Phone: Lead Only (No Paperwork Sent)