

This Apartment Rental Contract is a lease between the Owner of the Apartment Community and the Residents who are leasing the apartment. The General Provisions of the lease which follow the signatures at the bottom of this page and any separate addenda signed by the parties are incorporated into and become part of this lease. Paragraph numbers on this page correspond to paragraph numbers in the General Provisions.

Lease Date: January 7, 2023

Management: Carroll Management Group  
☐ Owner ☒ Management Co. as agent for Owner

Apartment Community Name: HC 935M Owner LLC

Apartment No: 540

Apartment Address: 935 Marietta Street NW APT 540, Atlanta, GA 30318

Residents/Tenants: Ruiqi Liu

Other Occupants of Apartment: \_\_\_\_\_

Par. 1. Lease Term: 12 Months and \_\_\_\_\_ Days  
Beginning Date: 01/10/2023 Ending Date: 01/09/2024

Par. 3. Rent Due Monthly: \$ 1530.00  
Pro Rated Rent Due at Lease Signing: \$ 1085.81  
Dates of Prorated Rent: 01/10/2023 to 01/31/2023  
Month to Month Fee: \$ 350.00  
Rent is Payable to: (No checks accepted.)

Par. 4. Late Fees and Insufficient Funds Fees:  
Date on Which Rent Is Late: 3  
Amount of Late Fee: \$ \_\_\_\_\_ or 10 % of Rent  
Returned or Insufficient Check Fee: ☒ Service Fee of \$ 100.00 or ☐ 5% of Amount of Check plus ☐ Bank Service Fee of \$ \_\_\_\_\_ (amount charged by bank to management for charge back)

Par. 5. Re-Key Lock Charge: \$ 75.00  
Non-refundable Lease Fee: \$ \_\_\_\_\_  
Security Deposit: \$ 0.00  
Bank Name: Bank of America (Where Security Deposit Kept)

Par. 6. How Much Notice Required To Non-Renew Lease Prior To End of Initial Lease Term: 60 Days  
Renewal Period ☒ Month to Month ( 1 month at a time) Renewal ☐ Bi-Monthly (2 months at a time) Renewal  
Notice Required to End Renewal Period: ☒ 30 days to end Month to Month Renewal ☐ 60 days to end Bi-Monthly Renewal

Par. 7. Early Termination Option: Amount of Notice Required for Electing Early Termination: 60 Days Written Notice

Par. 9. Disclosure Notice of Owner or Managing Agent and Equal Housing Opportunity Policy  
Name of Managing Agent or Owner: HC 935M Owner LLC  
Address of Agent Authorized to Manage Apartment Community: 935 Marietta St NW, Atlanta, GA 30318  
Name of Owner or Registered Agent  
Authorized to Receive Notices and Lawsuits: HC 935M Owner LLC  
Address of Owner or Registered Agent  
Authorized to Receive Notices and Lawsuits: 935 St NW, Atlanta, GA 30318  
Corporate Name of GREC Licensee: Carroll Management Group  
GREC Corporate License No.: \_\_\_\_\_

Par. 17. Flood Disclosure: ☒ Not Applicable ☐ Apartment has been flooded previously

Par. 34. Special Stipulations: A. Rent Payments: Rent Payments will only be accepted via the following approved electronic forms of payment: credit card, debit card, or Automated Clearing House (ACH) made through Resident's online payment portal, or from any approved payment center location. B. At any time that Tenant shall pay Rent by electronic means such as wire transfer or ACH payment, then, for any and all purposes under this lease.

Signatures of Parties:  
Management: HC 935M Owner LLC

Name of Owner or Management Company

By: \_\_\_\_\_ (Signature of Owner or Management Company)

As: \_\_\_\_\_ (Title)

Residents:

Resident: Ruiqi Liu  
Ruiqi Liu (Resident Signature)

Resident: \_\_\_\_\_ (Resident Signature)

Resident: \_\_\_\_\_ (Resident Signature)

Resident: \_\_\_\_\_ (Resident Signature)

## General Lease Provisions.

The Owner is the landlord of the property, and the Resident is the tenant. The apartment community is managed for the Owner by its Managing Agent.

The lease is legally effective on the date it is signed, regardless of whether it was signed before or after the Resident moves into the apartment. There is no conditional three day right to rescind or void the contract once it is signed, and the Resident is legally bound to pay all rent, fees, and other charges that come due, regardless of whether the Resident continues to occupy the apartment. The Lease Date is the day on which the lease was signed and became effective as a contract.

The lease is a legally binding contract that creates the relationship of landlord and tenant for the full duration of the lease term at the rental rate stated above. Any addenda signed by the Owner and Resident are also part of this Apartment Rental Contract.

The Owner provides the apartment to the Resident in exchange for payment of monthly rent. The Resident's obligation to pay rent is independent of any other obligation of Landlord in the lease.

Listed above are important terms, conditions, and payment amounts. They are listed at the beginning of the lease to provide the parties with an easy reference. Each of the first page terms correspond to important lease provisions that follow below. Paragraph references on the first page correspond to the paragraph number of the General lease provisions that follow.

**Important Information About Ending The Lease and Management's Right to Increase the Rent During Any Extension Period.** This lease does not end automatically at the end of the initial lease term. The Resident must give a proper non-renewal notice to end the lease as provided in Par. 6, or the lease will be extended or renewed for an additional period of time stated in Par. 6. The lease continues to renew until the proper non-renewal notice is given. If the lease is renewed or extended, the Resident will be responsible for paying an additional Month-to-Month Fee and may also pay a higher rent than the rent specified in Par. 3, if Management gives notice of the higher rent amount.

The apartment shall only be occupied by Residents and the occupants listed on page 1, and any other occupants not listed above are unauthorized to live in the apartment.

- 1. Term.** The initial lease term of the lease is for the number of months and days specified in Par. 1. The initial term of the lease begins and ends at noon on the days specified in Par. 1 but will be automatically renewed on either a month to month or bi-monthly basis as stated in Par. 6. RESIDENT MAY NOT TERMINATE THIS LEASE PRIOR TO THE END OF THE INITIAL TERM EXCEPT IN STRICT COMPLIANCE WITH PARAGRAPH 7 or as otherwise provided by law.
- 2. Possession.** Rent shall abate until possession is granted to Resident. Resident may void or rescind this lease if possession is not granted within seven (7) days from the start of the lease term. Management is not liable for any delay in possession. Resident shall give Management written notice of his or her election to void or rescind the contract.
- 3. Rent.** Resident shall pay rent in advance on the 1st day of each month at the management office as provided in Par. 3. The first month's prorated rent shall be due at the time this lease is signed as provided in Par. 3. If this lease is extended or renewed under Paragraph 6 without signing a new lease, Resident shall owe a month-to-month fee in addition to the monthly rent due during any extension or renewal period.

CASH PAYMENTS WILL NOT BE ACCEPTED, AND NO MANAGEMENT EMPLOYEE IS AUTHORIZED TO ACCEPT A CASH PAYMENT UNDER ANY CIRCUMSTANCES. RESIDENT MAY NOT RELY ON ANY STATEMENT MADE TO HIM BY A MANAGEMENT REPRESENTATIVE THAT CASH WILL BE ACCEPTED.

All rent shall be paid by personal check, cashier's check, or money order. Management shall have the right to establish or provide for payment by credit card, debit card, electronic funds transfer, online payment portal, or designated online payment system and software, but Resident does not have the right to make payments by these means unless specifically authorized by Management. Management shall have the right to designate the specific manner or form of payment that will be accepted, and no other form of payment shall be acceptable than those specified by Management. Checks and money orders shall be made payable to the order of the business entity specified in Par. 3. Third party checks (those which are made payable to someone other than Management) and partial payments are not allowed. All other damages, utilities, fees, or charges owed by Resident and due under this lease are considered to be additional rent.

The amount of rent specified in Par. 3 is the amount due each month unless Management has given the Resident a rental concession or discount from the rent, either in the Special Stipulations to this lease or in a separate addendum. If there are rental concessions granted, the Resident will or may lose them if in default or breach of this lease and will be obligated to pay the full amount of rent specified in Par. 3. If in default or breach of the lease, the Resident may have to repay the rental concessions under certain specified conditions.

- 4. Late Payments and Checks with Insufficient Funds.** Time is of the essence. In Par. 4, late fees shall be due in the amount specified. After close of business on the last day of the grace period specified.

Resident shall pay Management an insufficient funds check service for each returned or NSF check, plus an additional fee equal to the fee charged to Management by the bank. If no box is checked in Par. 4 that specifies the amount of the service fee, then the insufficient funds service fee is five per cent (5%) of the face amount of the check, plus the fee charged by the bank. At Management's option, all late rent, NSF checks, and future rents due after an NSF check must be paid by money order or certified funds from a bank. The parties agree that bank service, NSF, and late fees are reasonable compensation for delay, administrative costs, and time in collecting past due rent, are not penalties, and that such costs are difficult to estimate accurately.

- 5. Lease Fees & Security Deposit.** Resident must pay the amounts specified in Par. 5 for re-keying locks, any non-refundable lease fees, or security deposits. A re-keying lock fee is due for each lock that must be re-keyed if all keys are not returned. The non-refundable lease fee is not a security deposit, is not refundable, and does not reduce Resident's liability for unpaid rent, damages exceeding normal wear and tear, or other charges that come due under the lease. Any security deposit will be refunded as provided by law but may be applied to any charges due under this lease. The deposit will either be protected by a surety bond on file with the Clerk of Superior Court or deposited in the bank specified in Par. 5. Interest earned on such deposits belongs to Management.

Management shall have the right to apply any security deposit held to money or a debt owed by the Resident to Management. Management is not restricted to or limited in how the security deposit is applied if money is owed, and the deposit may be applied to rent, damages exceeding normal wear and tear, unpaid utilities, or any other fee, charge, or debt owed by Resident. Management may apply a pet or animal deposit to unpaid rent or damages exceeding normal wear and tear that were not caused by a pet or animal.

Resident shall have no right to use or designate a security deposit as payment of rent or other fees and charges which are due, as provided by O.C.G.A. 44-7-33(b). Resident agrees to cooperate with Management in scheduling and performing Move-In and Move-Out Inspections and noting any existing damages or objecting to Management's list of damages exceeding normal wear and tear.

**6. Renewal Term and Notice of Non-Renewal to End the Lease.** Either party may non-renew and terminate this lease at the end of the initial term by giving a written non-renewal notice prior to the end of the initial lease term. If such non-renewal notice is not given, then this lease will be extended as provided in Par. 6 on a either a Month-to-Month basis (one month at a time) until either party gives a proper 30 day notice; or on a Bi-Monthly basis (two months at a time) until either party gives a proper 60 day notice in writing that terminates the lease. Unless otherwise allowed by Landlord, the lease shall terminate at the end of a calendar month.

Management shall have the right to increase the rent due in any extension or renewal term by giving written notice at least 15 days prior to the date on which a non-renewal notice must be given in order to end the initial term or any subsequent renewal or extension period.

If not specified in Par. 6, then a 30 day written notice is required to end the initial term or any renewal or extension period as of the end of a calendar month.

Management employees are not authorized to accept a verbal notice of non-renewal or termination from the Resident, and the Resident has no right to rely on a Management employee's statement that a verbal notice is acceptable. Resident's non-renewal or termination notice must be in writing, dated, signed, and specify the move-out date. Resident should confirm Management's receipt of the notice with the authorized signature of a Management representative using Management's notice of intent to vacate form. Resident should keep a signed receipt of the non-renewal notice for his personal records in case of any dispute as to whether such notice was given and received. If Resident does not obtain a signed receipt of such notice from Management, or if Management does not have a signed original non-renewal notice from Resident, then it will be presumed that Resident failed to give a proper written notice.

**7. Resident's Early Termination Option.** Resident can end all liability for rent under this lease (but not liability for damages exceeding normal wear and tear, or liability for unpaid utilities) and vacate before the end of the initial lease term stated in Par. 7 only by doing all of the following things required in this paragraph. If all of the following conditions are not performed, then the lease remains in effect for the full term, and Resident shall be liable for breach of the rental agreement as provided in Paragraph 26. If Resident skips, abandons, or is evicted from the apartment without complying with this paragraph, then Resident is in default and responsible for rent and liquidated damages (if applicable) as provided under Paragraph 26, any other fees or charges due, and all damages and cleaning fees in excess of normal wear and tear. Management employees are not authorized to make a verbal statement that waives the notice and termination fees, and the Resident has no right to rely on a Management employee's statement that Resident will not have to pay such fees or comply with this provision in order to terminate the lease early. Any waiver of the notice or fees required under this provision must be in writing, dated, and signed by all parties. Resident's election to use or not use this provision is purely voluntary.

To end the lease early, Resident MUST do EACH of the following: 1) pay all monies currently due; 2) give written notice in the amount specified in Par. 7 of intent to vacate prior to the first day of the month and to take effect as of the last day of a calendar month; 3) pay all rent due through the notice period preceding the early termination date; 4) pay an additional early termination or lease cancellation fee equal to one month's rent as liquidated damages; vacate the leased premises on or before the specified termination date, remove all occupants and possessions, and physically hand the keys to a Management representative; and 5) abandon, waive, and release a claim to the return of any security deposit, which shall become Management's.

If the length of the Early Termination notice is not specified in Par. 7 on the first page, then a 30 day written notice is required. Resident can move-out earlier than the termination date following the notice period in Par. 7, but Resident must turn in all keys, remove all occupants and personal property, pay all rent due through the required non-renewal notice period, pay the one-month termination or lease cancellation fee, and comply with all other requirements. Keys must be physically handed to a representative of Management and may not be left in the apartment or a night rent drop box.

If Resident elects to exercise his or her right to Early Termination, Resident is not entitled to a refund of any rent, notice or termination fees, or security deposit, even if the apartment is re-let to a new Resident prior to the end of the notice period. Resident's election to exercise this early termination option either by giving proper notice and paying all sums due or by giving proper notice and signing an agreement to terminate early and pay the sums due at a later date are binding and shall not be reduced or set-off by any money or rent Management receives from re-letting the apartment to a new or subsequent Resident.

**Military Transfers and Lease Terminations.** A Resident (including a Resident's spouse) who is a service member on active duty or is called to active duty in the regular or reserve component of the U.S. Armed Forces, U.S. Coast Guard, or National Guard, shall have the right to end this Apartment Rental Contract early by giving a 30 day written notice, paying all rent due through the notice date, and providing a copy of the official military orders or written verification signed by the service member's commanding officer or by providing base housing orders as provided in O.C.G.A. Section 44-7-22, if the service member is:

1. Ordered to federal duty for a period of 90 days or longer;
2. Receives a permanent change of station orders to move at least 35 miles away from the rental housing;
3. Is released from active duty after leasing housing and must move 35 miles or more away from the service member's home of record prior to entering active duty;
4. After entering into this rental agreement, the service member becomes eligible to live in government quarters or the failure to move to government quarters will result in a forfeiture of the service member's basic allowance for housing;
5. Receives temporary duty orders or temporary change of station orders or state active duty orders for a period exceeding 60 days that is at least 35 miles away from the location of the rental housing; or
6. Receives orders after signing the lease but before taking possession of the rental housing.

**Domestic Violence and Lease Terminations.** A resident who is a victim of family violence shall have the right to end this Apartment Rental Contract by giving a 30-day written notice, paying all rent due through the notice date to protect resident or his or her minor child.

To terminate this lease early due to domestic violence, resident must return possession to Management by returning the keys and produce the following required documents to Management: 1) if Resident obtains a Temporary Protective Order (TPO) *ex parte*, then resident must also produce a copy of a police report to accompany the order; 2) if the TPO is not *ex parte* or the order is a permanent protective order, then resident must produce the order granting protection from family violence;

If resident obtains a family violence protective order for either themselves and/or their child, who may not be a tenant or a named occupant on the lease, resident may provide a 30-day written notice and terminate the tenancy, provided the required documents are given to Management and their keys are returned.

If resident vacates the premises immediately after giving proper notice to terminate the lease due to domestic violence and providing the required documents to Management, the resident remains liable for all rent, utilities, and other charges due for an additional 30 days from the date resident gives notice, produces the required documents, vacates, and returns the keys to Management; however, resident shall not be required to pay any termination fee or liquidated damage fee.

If resident executes this lease, but has not yet taken possession of the premises, then resident may terminate the lease prior to taking possession, by providing at least 14 days written notice and providing a copy of the family violence order and a copy of the police report, if the order was obtained *ex parte*.

Any Co-tenant and guarantor, who is the alleged aggressor or accused of family violence, shall remain liable to the terms of the lease even when the victim of family violence properly terminates the lease and vacates.

**8. No Assignment/Subletting.** Resident may not sublet or assign the lease.

**9. Disclosure Notice of Owner or Managing Agent and Equal Housing Opportunity Policy.**

The name and address of company or party authorized to manage the apartment community for the owner is specified in Par. 9. The name and address of the owner or owner's registered agent who is authorized to receive notices and lawsuits against the Landlord is specified in Par. 9. Lawsuits filed against the owner or Management shall be filed and served as provided by law or as contractually agreed to by Resident.

The Corporate Broker's Name of the Licensed Managing Agent and Broker's license number as required by the rules of the Georgia Real Estate Commission (Ga.R. & Reg. 520-1-.10) is specified in Par. 9.

**Equal Housing Opportunity Policy.** The apartment owner and Management provide equal housing opportunity for qualified applicants and do not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, or any other legally recognized status in the State of Georgia. It is the owner's and Management's policy to provide reasonable accommodations in the apartment community's operational policies and procedures and to permit the Resident to make reasonable modifications that are necessary for the Resident and related to the disability for persons with a demonstrated disability. The Resident must request and obtain permission from the owner or management for any accommodation or modification prior to implementing the same. In general, the cost or expense of physical modifications to the apartment or apartment community is the responsibility of the Resident, unless the applicable law requires the owner or Management to absorb or be responsible for the cost of such modifications. A Resident or occupant with a demonstrated disability is allowed to have an assistance animal to assist with the person's disability. A disabled Resident or occupant is allowed to have an assistance animal which has not been trained as a service animal unless the animal has a history of dangerous, vicious, or unsafe behavior. If the nature of the disability is not obvious or apparent or the manner in which the animal will provide assistance is not clear, Management has the right to request additional information regarding how the animal will assist with the resident's disability. The Resident does not have an absolute right to the specific accommodation or modification requested, and Management has the right to offer an substitute or alternate accommodation or modification with conditions that will provide adequate assurance for the safety, health, and well being of other Residents, occupants, social guests, invitees, and Management employees. No Additional Rent, Non-refundable Fee, or Animal Security Deposit is required from Residents or occupants who are disabled and have an approved service or assistance animal; however, the Resident is responsible for any and all damages and cleaning fees exceeding normal wear and tear caused by such animal.

**10. Utilities Are Resident's Responsibility.** Resident is responsible for payment of all natural gas, electricity, water and sewer, telephone, cable, satellite or other utilities and services to the apartment unless specified otherwise in Paragraph 34 or in a utility addendum which is made a part of this lease. Resident gives Management the right to select any utility provider and change the same without notice. Resident shall promptly establish all utility and service accounts to be paid by Resident in his name at the start of the lease and shall not allow water and sewer, electricity, or natural gas to be shut off or billed to Management. Resident shall promptly pay any billing for utilities or other services charged to Management upon notification. Resident's failure to pay all utility services or to establish an account with a utility provider is a material breach of the lease for which Management has the right to terminate the right of occupancy or lease.

**\*\*Important Disclosure Regarding Management's Right to Select the Natural Gas Marketer (Provider).** Resident (the Tenant) authorizes Management (the Landlord) to act as Resident's agent for the limited purpose of selecting the Resident's natural gas marketer, to authorize the natural gas marketer to obtain credit information on the Resident, if required by the marketer, and to enroll the Resident on the marketer's standard variable price plan for which the Resident is eligible, unless the Resident chooses another price plan for which he or she is eligible. Resident acknowledges that Management may have a business relationship with the natural gas marketer that may provide for a financial or other benefit to Management in exchange for the Resident's enrollment with the Marketer.

**11. Fire and Other Casualty.** This lease will end if the apartment is uninhabitable due to fire as long as the fire was not caused by or the responsibility of Resident or Resident's occupants, family, or social guests. If Resident or his occupants, family, or social guests were responsible for the fire and the premises are uninhabitable, then Resident must vacate the apartment and will still remain liable for the rent and damages.

Management shall have the right to terminate the occupancy or lease of Resident if Resident or Resident's occupants, family, social guests, or invitees caused or were responsible for causing a fire to the apartment or any portion of the apartment community. Resident has no right to transfer to another apartment in the community or to remain in the apartment community if Resident or Resident's occupants, family, social guests, or invitees were responsible for or caused the fire. Resident may be eligible for transfer to another apartment in the apartment community if the Resident is qualified, there is a suitable apartment available, and Resident or Resident's occupants, family, social guests, and invitees did not cause the fire.

Resident is responsible for the cost of repair, replacement cost, and all expenses required to repair or replace the equipment, building, or property damaged by a fire which Resident or Resident's occupants, family, social guests, or invitees caused. Resident is liable to and shall indemnify, defend and hold harmless Management and the owner for any damages or repairs caused by a fire which was caused by Resident or Resident's occupants, family, social guests, and invitees.

This lease shall end if the premises are destroyed or otherwise rendered uninhabitable due to an Act of God or any other catastrophic event or casualty that was not the responsibility of Resident or Resident's occupants, family, social guests, or invitees.

The Resident shall not continue to occupy an apartment which is rendered uninhabitable due to fire, Act of God, or other catastrophic casualty and must remove all personal property and return possession to Management.

**12. Hold Over/Trespass.** Resident must promptly vacate the apartment and deliver possession and all keys to Management upon any termination or non-renewal of this lease. Keys must be physically handed to a representative of Management and may not be left in the apartment or in the overnight rent drop box at the Management office. The apartment must be delivered to Management in clean condition and good repair.

If Resident does not vacate the premises and return possession to Management after termination, non-renewal, or expiration of the lease, then Resident shall pay to Management rent at two (2) times the current rental rate for each day held over past the termination date.

After termination, non-renewal, or expiration of the lease, Resident is a tenant at sufferance.

After vacating the premises based on non-renewal, termination, eviction, or upon receiving a criminal trespass notice under O.C.G.A. § 16-7-21 from Management, Resident shall not return to any portion of the apartment community. Resident shall not permit entry of any person as his social guest or invitee if notified that his guest's or visitor's presence in the apartment community is subject to criminal trespass under O.C.G.A. § 16-7-21. Management may terminate the lease or right of possession of any Resident who allows an unauthorized person access to his apartment or the community in violation of this provision or paragraph 14. Management's rights under this paragraph shall continue and survive independently beyond expiration or termination of the lease or Resident's right of occupancy of the apartment.



**13. Right of Access.** Management may enter the apartment without notice during reasonable hours to inspect, maintain, and repair the premises. Management may enter the apartment at any time without notice to prevent injury or damage to persons or property. Resident authorizes Management to show the apartment to prospective Residents once Resident has given or received a notice of non-renewal or termination.

**14. Resident's Use of the Apartment and Conduct.** Resident shall use the apartment and apartment community only for residential purposes and not for business or commercial purposes.

Resident, all occupants, and Resident's family, social guests, and invitees must comply with all laws. No portion of the apartment or apartment community shall be used by Resident or Resident's occupants, family, social guests, or invitees for any disorderly, disruptive, abusive, or unlawful purpose. Nor shall they be used so as to disrupt the quiet enjoyment of any other Resident or their occupants, family, and social guests. Resident and Resident's occupants, family, social guests, and invitees shall not commit any crime in the apartment community.

Resident is liable for the conduct of and for any damages exceeding normal wear and tear caused by his family, occupants, social guests, and invitees. Resident shall not allow his occupants, family, social guests, and invitees to commit a crime or violation of the lease and addenda and must take affirmative, corrective action and notify Management of any such violation or misconduct.

The sale, manufacture, distribution, or possession of any illegal drugs in the apartment community is prohibited.

Resident must maintain the apartment in a clean and sanitary condition and must not cause or allow any damages exceeding normal wear and tear or infestation of vermin, insects, rodents, or other pests. Noxious or offensive smells are not permitted, and Resident shall be liable for damages exceeding normal wear and tear for the repair or replacement of any carpet, flooring, ceiling, or walls that are permeated with noxious or offensive odors, water, or mold. Resident shall not leave or dispose of trash, garbage, or other materials in hallways, breezeways, patios, balconies, or common areas of any portion of the apartment building or community. Resident shall promptly take trash, garbage, or refuse to the proper dumpster, compactor, or trash collection area and properly dispose of organic and inorganic material as provided by law and as provided by the community rules.

Resident and Resident's occupants, family, social guests, and invitees shall abide by and follow all community rules and regulations. Management shall have the right to prohibit smoking of cigarettes, pipes, cigars, or tobacco inside the apartment or any portion of the apartment community property under its community rules and regulations. Smoking of tobacco products in the apartment is prohibited unless expressly authorized and allowed by the community rules and regulations.

Resident shall operate all motor vehicles in a safe and lawful manner in the apartment community. Resident shall not violate any parking rules and regulations and shall not exceed 15 mph in any parking lot, street, exit, or entrance of the apartment community. Resident must park only in authorized spaces and places and shall not park at any place that obstructs traffic, is unsafe, or is prohibited. Resident shall not operate, park, or store, any illegal, unauthorized, or uninsured motor vehicle or equipment on any portion of the apartment community. Resident shall not abandon a motor vehicle in the apartment community. Resident shall not store, keep, or dispose of any substance or material on any portion of the apartment community that is hazardous to the health, safety, or welfare of any person. Resident shall not dispose of any batteries, chemicals, environmentally hazardous, or unsafe material in any trash receptacle, dumpster, compactor, or any portion of the apartment community.

Resident, and Resident's occupants, family, social guests and invitees, shall act and communicate with the apartment owner, Management, Management employees, Residents, business social guests of Management, and all other persons in a lawful, courteous, and reasonable manner. Any form of verbally or physically abusive, intimidating, or aggressive behavior directed at the apartment owner, Management, Management employees, or any other person is prohibited. Resident, his social guests and occupants shall not interfere with the daily business operations of the apartment community or job duties of Management or its employees. When notified by Management, Resident shall be prohibited from entering or contacting any Management or corporate office or employee and must conduct all further communications in writing.

Resident shall not distribute petitions, flyers, or solicitation notices to other Residents in any manner other than through lawful use of the United States mail. Resident is prohibited from committing business libel or slander or making untruthful, unfair, or misleading statements to others about the apartment owner, Management, Management employees, or the apartment community. Resident shall not commit waste to the apartment or apartment community and shall not commit any act nor fail to take any action that would endanger the life, health, safety, welfare or property of any other person in the apartment community. Resident must allow Management and vendors access to the apartment for the purpose of making repairs, performing service or maintenance, inspecting, and taking all other action related to the ongoing business operation of the apartment community.

Resident shall not cause or allow an infestation of bed bugs in the apartment. Resident shall not bring abandoned or discarded furniture, clothing, bedding, or other personal property into the apartment as it could introduce an infestation of pests and bed bugs.

Resident and Resident's occupants, family, social guests, and invitees shall not damage any portion of the apartment or apartment community. Resident and Resident's occupants, family, social guests, and invitees shall not touch, damage, or trigger any automatic sprinkler head.

Resident and occupants shall not use the internet or cyberspace in any manner to disparage, defame, or injure the business or business reputation of the apartment owner or Management. Resident and occupants shall not use, misuse, or appropriate the use of the owner's or Management's corporate names, logos, slogans, images, photos, internet domain names, service marks, trademarks, copyrights, or trade names. Resident and occupants shall not publish, misuse, or use any photos or video of Management employees or the apartment community or signage. Owner and Management shall be entitled to injunctive relief and damages for compensation to prevent any unauthorized publication, use or misuse, whether in part or in whole, of the corporate name, trade name, internet domain name, likeness or identity of owner or Management.

Resident and occupants shall not make, post, or publish misleading, deceptive, untruthful, groundless, false, or unfair statements or commentary about the apartment community, the Management employees, the owner, or Management on or to any internet website or domain, internet blog, internet social media, newspaper, magazine, television, radio, or other news or social media. Resident is prohibited from making, publishing, stating, or posting any statement or communication that, while partially true, lacks or fails to disclose other material facts in such a way such as to mislead the listener, viewer, or reader. Management shall be entitled to terminate the right of occupancy or lease of any Resident or occupant who violates any portion of this Use and Conduct provision.

Resident and Resident's occupants, family, social guests, and invitees shall not store, use, or discharge any fireworks or consumer fireworks in the apartment or apartment community. Fireworks are defined as any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including but not limited to, blank cartridges, firecrackers, torpedoes, skyrockets, bombs, sparklers, roman candles and other combustibles and explosives of like construction.

Violation of this Resident's Use and Conduct provision is a material breach of this lease and constitutes a ground for terminating Resident's lease or right of possession, and Resident will be liable for any rent due through the remainder of the lease or liquidated damages (if applicable) as provided in Paragraph 26.

**15. Property Loss, Insurance, and Crime.** Management and the apartment owner shall not be liable for damage, theft, vandalism, or other loss of any kind to Resident's or his occupant's personal property, unless such is due to Management's negligence or intentional misconduct. Management and the apartment owner shall not be liable to Resident for crimes, injuries, loss, or damage due to criminal acts of other parties.

Resident must purchase a renter's insurance policy that provides liability insurance for negligent or accidental acts and omissions for which the Resident may be liable in causing injury or damage to the owner, Management, or others.

Resident should purchase property insurance for loss of or damage to Resident's own personal property. Management is not liable for any loss or damages to Resident's personal property due to theft, vandalism, bursting or leaking pipes, fire, windstorm, hail, flooding, rain, lightening, tornadoes, hurricanes, water leakage, snow, ice, running water, or overflow of water or sewage. Management shall not be liable for any injury or damage caused by such occurrences, and Resident agrees to look solely to his insurance carrier for reimbursement of his losses for such events.

Management does not market, advertise, represent, offer, or provide security or law enforcement services which will prevent crime or protect Resident or Resident's personal property. Management and the owner do not represent or guarantee that the Resident is safe from crime in the neighborhood or from crime in the apartment or apartment community. Resident agrees to look solely to public law enforcement, emergency services, or fire services for police, emergency, fire, security, or protection services.

Resident acknowledges that he or she has an obligation to exercise due care for his or her own safety and welfare at all times and that Management is not liable to Resident for the criminal acts of other persons. Resident agrees that he or she will not and cannot rely on the existence or absence of security equipment or personnel as a representation of safety from crime and understands that he or she must be vigilant and exercise caution for their personal safety at all times. Resident waives and releases the apartment owner and Management for any liability, injury, loss, or damages related to crimes committed by other persons against Resident or related to allegations that the owner or Management were negligent or failed to provide security or protection to prevent crime.

**16. Lead Based Paint Notification (LBPN).** If this apartment community was built prior to 1978, the LBPN addendum is incorporated by reference.

**17. Flood Disclosure.** Management states that the apartment has not been damaged in any manner by flooding as defined in O.C.G.A. § 44-7-20 in 3 of the last 5 years unless noted otherwise in Par. 17.

**18. Pets.** No animals or pets of any kind are permitted without a Pet, Service, or Assistive Animal Addendum. Management may enter the apartment at any time and remove any pet or animal which Management believes to be neglected, distressed, or endangered. Resident shall be liable for all costs of retrieving, caring for, and boarding of any pet or animal that is abandoned by Resident or removed by Management. Resident releases Management from liability of any kind when Management acts to retrieve or protect Resident's pets and animals which appear to be neglected, distressed, or endangered. Please see Par. 9 with respect to Management's policy on service, assistive and convenience animals for persons with disabilities.

**19. Indemnification.** Resident agrees to indemnify, defend, and hold harmless the apartment owner and Management for any loss the apartment owner or Management incur due to Resident's breach of this agreement or due to the acts and omissions of Resident and Resident's occupants, family, social guests, or invitees.

**20. Failure to Act.** Management has the right to insist on strict compliance with the terms of this lease at any time, even if it has previously delayed acting on Resident's breach of this lease. Management shall have sole discretion in granting and withholding permission or consent for Resident to perform his or her obligations under this lease in any manner that varies from the contractual requirements. Management at its option may condition, modify, or revoke any such permission or consent upon reasonable written notice and insist upon strict compliance with the lease terms.

**21. Fees and Expenses of Litigation.** In a civil action or dispossessory proceeding for breach of this lease, the prevailing party shall be entitled to attorney's fees in the amount of fifteen percent (15%) of the principal and interest owing and all expenses of litigation, including, but not limited to, court costs and administrative filing fees for evictions. All sums due from Resident to Management which are in default shall bear interest at the rate of twelve percent (12%) per annum.

**22. Notices.** All notices must be written, dated, and signed. The notice must be given personally or by certified mail, return receipt requested. Notice shall be sent to Resident at the apartment and to Management at the apartment community business office. See Par. 9 with regard to the proper address for service of lawsuits.

Resident shall send notices for repairs, service, maintenance, non-renewal, military transfers, and lease termination to the Management/leasing office located at the apartment community.

Resident shall provide Management with Resident's updated contact and address information and forwarding address at anytime requested during the lease and at the time of vacating the apartment. Resident shall provide Management with: the address of his or her new residence (where they are living); the mailing address for returning any security deposit or forwarding any notices or move-out inspection and estimate of damages and cleaning fees that exceed normal wear and tear; the name, address, and phone number of their employer; the name, address, and phone number of a person or family member who can provide updated contact information and the Resident's cell phone and e-mails. If Resident fails to provide his or her contact information and address at the time of vacating; conceals or attempts to conceal his or her address and location; moves from the State of Georgia; or cannot be located by Management, then the statute of limitation for collecting any account or money owed by Resident shall be tolled until such time as Resident provides proper notification of his address and other contact information requested.

RESIDENT'S NOTICE OF NON-RENEWAL UNDER PARAGRAPH 6 OR NOTICE OF INTENT TO VACATE AND TERMINATE THE LEASE EARLY UNDER PARAGRAPH 7 MUST BE IN WRITING AND MUST BE GIVEN SO THAT THE ENDING DATE IS ON THE LAST DAY OF A CALENDAR MONTH. VERBAL NOTICES ARE NOT EFFECTIVE AND MAY NOT BE RELIED UPON BY RESIDENT UNDER ANY CIRCUMSTANCES. MILITARY SERVICE MEMBERS MAY GIVE A NOTICE TO TERMINATE AS PROVIDED IN PAR. 7 AT ANY TIME OF THE MONTH. NO MANAGEMENT EMPLOYEE IS AUTHORIZED TO VERBALLY OR UNILATERALLY WAIVE ANY NOTICE REQUIREMENT, AND RESIDENT MAY NOT RELY ON A VERBAL STATEMENT OF MANAGEMENT THAT PROPER WRITTEN NOTICE IS NOT NECESSARY. MANAGEMENT MAY, BUT IS NOT REQUIRED TO, WAIVE THE REQUIREMENT THAT NOTICES BE EFFECTIVE ONLY AS OF THE END OF A CALENDAR MONTH.

**23. Repairs.** Resident accepts the apartment "as is" and in habitable condition suited for residential purposes. Resident accepts full control and responsibility of the apartment leased premises and agrees to maintain the apartment in a clean, safe, and sanitary condition. Management will make repairs to the apartment with reasonable promptness upon receipt of written notice from Resident. Management's repair obligations under Georgia landlord/tenant law only pertain to the apartment, and not to the common areas of the apartment community. Resident agrees and acknowledges that he or she only leased the apartment and that Resident's and Resident's occupants, family, and social guests access to amenities and common areas of the apartment community are only a permissive license to use such amenities and common areas.

Resident shall pay as additional rent for any cleaning or damages exceeding normal wear and tear to the premises caused by Resident or caused by Resident's occupants, family, social guests, invitees or licensees of the Resident and occupants that exceed normal wear and tear. Resident and Resident's occupants, family, social guests, and invitees shall not damage any portion of the leased premises or apartment community, and Resident is responsible for the cost to repair, replacement cost, and all expenses required to repair or replace the equipment, building, or property damaged. Resident is liable to and shall indemnify, defend, and hold harmless Management and the apartment owner for any damages or repairs

caused by Resident or Resident's occupants, family, social guests, and invitees. Resident shall promptly pay as additional rent with the next month's rent the costs of any repairs, replacement, or damages caused by Resident or Resident's occupants, family, social guests, or invitees upon issuance of an invoice from Management.

Resident may not alter the interior or exterior structure of the apartment or apartment community in any manner without the express written consent of Management. Please see Par. 9 with regard to Management's policy on disability modification requests.

Resident must promptly report the need for any repairs to Management in writing before Management is obligated to make any repairs. Resident must promptly report any dampness, water leaks, or mold in the apartment to Management. Resident shall properly use the heating, ventilation, and air conditioning (HVAC) system to maintain temperate conditions so as to prevent freezing of water pipes in cold weather and to prevent mold growth or excessive humidity during warm weather. Resident is required to use air conditioning during June, July, August, and September and shall not turn off the air conditioning and open windows for purposes of cooling the apartment. Resident must inspect any fire alarm and fire extinguisher at least once per month to determine whether they are in proper working condition and report to Management the need for any need for repair or replacement. Resident shall promptly notify Management of any damage to or malfunction of any door or window locks or intrusion alarm.

Resident must promptly report any evidence, knowledge, or suspected presence of bed bugs in the apartment and cooperate with Management to allow inspection and treatment of the same. Adjoining or neighboring Residents to an apartment infested with bed bugs must cooperate with Management in inspection and treatment to prevent a possible cross infestation or migration.

**24. Abandonment.** Resident shall not abandon the apartment, Resident's personal property, or motor vehicles. Title to any abandoned property (including, but not limited to, pets or animals) shall vest in Management. Management may store, sell, or dispose of abandoned property without notice.

If Resident abandons the apartment or his or her personal property contained therein, Management shall have the right to re-key, re-enter, and re-let the apartment without filing a dispossessory warrant or obtaining a writ of possession. Management is not required to file a dispossessory proceeding in order to recover an abandoned apartment or to dispose of any abandoned property found in an abandoned apartment. Management shall have sole discretion in determining whether the Resident has abandoned the apartment. Circumstances indicative of an abandonment include, but are not limited to, Resident's unexplained absence or failure to occupy the apartment; the overall appearance and condition of the apartment; Resident's statement that he or she is moving or leaving the apartment community; failure to pay rent or utilities; discontinuance of utility service; failure to respond to Management's notices, communications, or eviction proceedings; or removal of a substantial amount of Resident's personal property.

**25. Attornment, Sale, Foreclosure, Renovation, and Former Employees.** Resident's rights, or, if applicable, his employment with Management, are subordinate to any deed to secure debt, sale, or contract for sale of the property.

In the event the apartment community or any portion or building of the community is foreclosed, sold, placed under contract to be sold, or scheduled for substantial renovation, rehabilitation, or demolition, either Management or the new owner shall have the right to terminate the lease on 30 days' written notice. In the event that Management elects to terminate the occupancy or lease under this provision, then during the 30 day period immediately preceding either the termination date of Resident's occupancy or the termination of the lease, the Resident's rent shall be reduced by fifty percent (50%); however, if the Resident shall hold over beyond the termination date, then Resident shall owe the full rent due for said 30 day notice period plus hold over rent as provided in paragraph 12.

If Resident is an employee of Management and his or her employment is terminated, then this employee lease shall also terminate, any employee rental discounts shall end, and the employee agrees to vacate the premises if requested. If permitted to stay, the former employee shall pay the current market rate rent as specified by Management at the time employment is terminated.

**26. Default by Resident.** Resident's violation of this lease or any addenda constitutes a default. Violations constituting a default include, but are not limited to: unauthorized occupants; non-payment of rent; improper non-renewal or termination of the lease as required by paragraphs 6 or 7; abandonment of the apartment as prohibited in paragraph 24; providing false or misleading information in the rental application; failure to pay or continue utility service as required in paragraph 10; allowing unauthorized persons access in violation of paragraph 12; any unauthorized occupants or improper use or conduct in violation of paragraph 14; or causing damages or cleaning in excess of normal wear and tear.

Upon default, Management may terminate Resident's lease or right of possession by giving written notice and re-entering the apartment as provided by law. Notice to cure a default is not required but, if given, shall not waive Management's right to terminate or insist on strict compliance. Resident shall surrender possession of the premises to Management promptly on the effective date of any termination notice, remove all possessions and persons occupying the apartment, return all keys to Management by personally handing them to a Management representative, and restore Management to quiet possession of the leased premises.

Notwithstanding Management's termination due to Resident's default, Resident shall remain liable for all rent, hold-over rent under paragraph 12, liquidated damages (if applicable) as provided below, unpaid utilities, rental concession, lost discounts or pay-backs, damages exceeding normal wear and tear, costs of eviction, attorney's fees and expenses of re-letting incurred by Management as a result of Resident's default.

Management, at its option, may obtain possession of the apartment through a dispossessory proceeding, either with or without first terminating the lease or right of possession. Management, at its option, may also recover possession of an abandoned apartment without filing a dispossessory proceeding by changing the locks and disposing of any abandoned property.

Notwithstanding termination of the lease, commencement of a dispossessory proceeding, issuance of a writ of possession, actual physical eviction, or recovery of the abandoned premises, Resident shall remain liable for all rent accrued through the date on which possession is obtained by Management; rent through the remainder of the lease term or liquidated damages (if applicable) as provided in this paragraph; damages exceeding normal wear and tear; unpaid utilities; rental concession, lost discounts or pay-backs; costs fees, and expenses. Neither issuance of a writ of possession, actual physical eviction, or retaking possession of the apartment shall relieve Resident of liability for rent through the end of the lease term or liquidated damages (if applicable) under this paragraph. All rent, fees, damages and liquidated damages (if applicable) shall be due immediately upon demand for payment.

In the event of a default by Resident, the Resident shall be liable to Management for rent through the remainder of the lease term as follows. Management may either allow the apartment to remain vacant and hold Resident liable for payment of rent through the remaining term of the lease; sue the Resident for breach of the lease and for each installment of rent as it comes due through expiration of the lease; or re-enter the premises as provided by law and re-let the apartment on Resident's behalf while holding the Resident liable for any deficiency between the contract rent and rent received through the remaining term of the lease until the re-letting. Management has the right, but not the obligation, to attempt to re-let the premises on Resident's behalf.

In the event that Resident has breached or defaulted the lease and failed to terminate the lease properly as provided by law or as provided for in Paragraphs 6 or 7 of this Apartment Rental Contract, then Resident shall be liable to Management for unpaid rent due through the remainder of the lease term under this paragraph (Par. 26), and not as provided in Paragraph 7, and Management is not entitled to collect any termination (cancellation) fee or notice fee.

**Liquidated Damages In Lieu of Rent Through the Remainder of the Lease Term.** Management shall not be entitled to Liquidated damages unless the Liquidated Damages Addendum has been signed by Management and Resident to indicate that the parties desire to use liquidated damages in determining the amount of rent due through the remainder of the lease term in the event of Resident's default. In the event the parties have selected liquidated damages for determining Resident's liability due to Resident's breach, then the Liquidated Damages Addendum is incorporated herein by reference, and the parties shall execute the same as a separate addendum.

Management's re-entry to leased premises either under judicial process or by retaking possession after abandonment or surrender shall not relieve Resident of liability for payment of rent through the remainder of the lease term or liquidated damages (if applicable) that landlord is entitled to collect under the terms of this rental agreement.

Management shall have the right to terminate the lease or right of possession of any Resident or occupant of the apartment who is arrested, indicted, charged, or convicted of any felony, crime of violence, or threatened violence; robbery; theft; dishonesty; rape; child molestation; sexual offense; illegal sale, use, or possession of drugs; illegal use or possession of a weapon; stalking; arson; criminal damage to property; vandalism; issuance of bad checks; fraud; forgery; or any other crime which could adversely affect the health, safety, or welfare of other Residents or Management staff, regardless of whether the offense occurred on or off the apartment community premises and regardless of when the offense occurred. Management shall have the right to file a dispossession action and obtain a writ of possession based on the Resident's or occupant's conduct which constitutes a criminal violation without waiting for a criminal adjudication, finding, or decision on the criminal charges.

Management shall have the right to terminate the lease of any Resident whose apartment is found to be infested with bed bugs; have a mold or water intrusion problem; be unfit for habitation; or constitute a hazard to health, safety, or welfare of any person, the apartment, the apartment community or management employees. Upon such termination, resident must promptly vacate, remove all personal property and possessions, and return possession of the apartment to Management.

- 27. Privacy, Disclosure, and Consent.** Resident agrees that information about him or her that is known to Management or contained in his or her Resident file is not confidential, privileged or private. Resident authorizes Management to disclose any information known or contained in the Resident file to any law enforcement agencies who request such information either with or without a subpoena; to prospective landlords or lenders who request such information in connection with approval of any rental application or home purchase; or to persons or parties who make a request for such information using discovery procedures in a civil action or subpoena in a criminal proceeding.

Resident agrees that the apartment owner and Management shall have the right to provide information from its account and business records to any Consumer Reporting Agency to be included in the Resident's consumer file and credit history, including, but not limited to, rental history, rental payments, unpaid balances, and other information. If the Resident disputes the accuracy of the information provided, the Resident shall notify the Consumer Reporting Agency and send written notice of the dispute to Management at the address specified in Par. 9. When giving notice to Management of any dispute as to the accuracy of adverse rental information, rental payments, disputed account balance, or other disputed information, Resident agrees to provide his or her correct names on the lease, the apartment number, complete apartment address, dates of occupancy, and clear details as to the basis of such dispute that the Consumer Reporting Agency and Management will have sufficient information to investigate, evaluate and respond to the dispute.

Resident agrees that Management shall have the right to pursue collection of any sums alleged due from Resident through employment of independent contractors as collectors and that such sums may be reported to any consumer reporting agency (credit bureau) and shown on Resident's credit report. Resident agrees that variances or inaccuracies in the amounts submitted for collection or reported to any credit bureaus do not constitute a violation of any federal or state laws pertaining to reporting or collection of such debts and that the amount alleged due may be amended or corrected at any time. Resident agrees that Management or any such collector or collection agency is expressly authorized to contact Resident by phone or mail to notify Resident of the debt or attempt collection of the same and to communicate with third parties regarding the existence of the debt, the location of the Resident, or the Resident's ability to pay the debt. Resident agrees that Management or any such collector is expressly authorized to obtain a consumer report (credit report) on Resident and to obtain information on Resident's location and employment in connection with the collection of any amounts claimed due under this lease. Management's and collector's rights under this paragraph shall continue and survive independently beyond expiration or termination of the lease or Resident's occupancy of the apartment.

Resident(s), their occupants, family members, and social guests hereby authorize and grant Management, their contractor(s), employee(s), and or any third parties hired by Management, permission to take, use, and publish photographs and/or videos of Resident(s), their occupants and social guests, including but not limited to, their minor children, at events and/or activities in the common areas of the apartment community. Management is permitted to use such photographs or video for print, publication, copyright, online social media and video-based marketing materials, as well as any other form of publication or use at Management's sole discretion. Resident(s), their occupants and social guests, including their minor children, release and hold harmless Management from any reasonable expectation of privacy or confidentiality associated with the images and videos taken and used by Management. Resident(s) and their occupants, family members, and social guests acknowledge and agree they will not receive any type of financial compensation, ownership or royalties with the taking, use, marketing, or publication of any photographs or videos.

Resident(s) hereby expressly authorize Management, and its successors, assigns, agents, attorneys, insurers, representatives, employees, officers, shareholders, partners, parents, subsidiaries, affiliated entities, and all agents and representatives, including any collection agency or debt collector hired by any of the preceding persons or entities, and all corporations, persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident(s) for any reason related to the services provided by them or services to be provided in the future by them, including collection of amounts owed for said services, using an automatic telephone dialing system or an artificial or prerecorded voice at the telephone number or numbers Resident(s) provide.

Resident(s) further expressly consent and authorize the Authorized Entities to communicate with Resident(s) at any phone number or email address or other unique electronic identifier or mode that Resident(s) provide to any Authorized Entity at any time, or to use any phone number or email address or other unique electronic identifier or mode that any Authorized Entity finds or obtains on its own which is not provided by Resident.

Any Authorized Entity may communicate with Resident(s) using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages, electronic mail directed to any internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages or mail otherwise directed to Resident(s) through any medium. Resident(s) authorize any and all of the communication methods described in this paragraph even if Resident(s) will incur a fee or a cost to receive such communications. Resident(s) further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that Resident(s) provided to any Authorized Entity changes or is no longer used by Resident.

- 28. Definitions.** The term "Resident" includes all tenants or other persons who signed or are obligated under the lease. "His" shall also mean "her" when applicable. "Resident" refers to the tenant. The term "Management" may refer to the owner of the apartment community or to the managing agent who is under a Management contract to operate the apartment community on behalf of the owner. The legal ownership entity is different from the Management entity. The owner's managing agent may or may not have any ownership interest in the apartment community and may be an entirely independent contractor which operates the apartment community for the owner for a fee. "Occupants" are persons who are living in the apartment rental with the Resident and disclosed in the lease but have not signed the lease.



The term "occupants" means persons who did not sign the lease but were disclosed and authorized to live in the apartment on a full time basis. Occupants could include family members of the Resident, but is not limited to family members, and includes roommates or other persons who are authorized to live in the apartment as disclosed in this lease. "NSF" means checks that are dishonored or returned by the bank unpaid, and is also referred to as "not sufficient funds." "Skip" means to vacate or abandon the leased premises in violation of this lease, either with or without turning in all keys and either with or without removing all personal property. "Notice period" refers to the length of time required in paragraph 6 or 7 or any other provision before a notice can take effect. The word "lease" means the Apartment Rental Contract which creates the relationship of landlord and tenant between the Resident and Management. "Leased premises" refers to the apartment Resident rented, and is also referred to as the "premises" or "lease premises," but does not include any of the common areas or other portions of the apartment community property. The term "leased premises" does not include any portions of the apartment community outside of the apartment rental unit as the Resident only has a permissive license to use the other areas and amenities of the apartment community in conjunction with the rental of the apartment. "Termination date" is the date following a notice period or the date on which Resident's lease or right of possession terminates as specified either in a non-renewal notice or a lease termination notice from Management based on Resident's default. A "social guest" is any person who is present in the Resident's apartment or on the apartment community property by express or implied invitation of the Resident or Resident's occupants, other social guests, or family members and includes anyone temporarily living or visiting Resident. The term "social guest" includes, but is not limited to, visitors and family members visiting or present in the apartment or apartment community. An "invitee" refers to a business guest or visitor who is present in the apartment or the apartment community with the express or implied invitation of the Resident for the purpose of conducting or soliciting business with or for the Resident, occupants, or social guests of the Resident. The "trade name" is the name of the apartment community and is the name or alias under which the legal owner of record does business and operates the apartment community. A "default" or "breach" of the lease and addenda means a violation of the lease provisions and gives Management the right to terminate the Resident's occupancy or lease. "GREC" means the Georgia Real Estate Commission.

- 29. Usufruct.** This lease only creates the relationship of landlord (Management) and tenant (Resident) and does not create any ownership or transferable rights in real estate. This lease is a "usufruct," and not an estate for years.
- 30. Entire Agreement.** This lease, any referenced addenda, and any addenda separately signed or referring to the lease or apartment shall constitute the entire agreement between the parties, and no prior negotiations, representations, or oral statements are binding. This lease may not be modified except with the express written consent of Management. The Resident is legally obligated under the terms and conditions of any addenda which he or she signed, and the same are part of and incorporated by reference into this lease.
- 31. Joint and Several Liability.** Each person, corporation, or roommate who signs this lease or any guarantor under a separate guarantor's agreement is jointly and severally liable for all rent or other charges which come due. Management may look to any Resident or guarantor for payment of all or a part of any obligation due without first suing or attempting to collect from any other responsible party. Management and the owner or any collection agency or attorney representing the owner or Management shall have the right to settle in whole or part all or a portion of any debt owed by one Resident without releasing or waiving its claim for the balance of the debt against another Resident, co-signor, or guarantor. Settlement or release of one Resident or Guarantor shall not release the other Resident or Guarantor from liability for the debt owed.
- 32. Agency Disclosure.** Management is acting on behalf of the owner of the apartment community in exchange for compensation.
- 33. Know Your Neighbors.** Certain individuals convicted of certain sex-related crimes are required to register their name and current address on an index maintained by the state or county in which they reside. You may access that index in order to determine whether any such individuals live in proximity to a certain location. The public may access the internet to view all sex offenders registered in Georgia. The Statewide Sex Offender Register can be obtained through the Internet at <http://gbi.georgia.gov/georgia-sex-offender-registry>. The public may also contact the local Sheriff to view a list of the sex offenders listed in their county.
- 34. Special Stipulations.** Any special stipulations specified in Par. 34 shall control and supersede and control over conflicting provisions in the text of this lease.

## Lease Addendum

This Property Damage Liability Lease Addendum (this "Addendum") is an addendum to your Lease Agreement. It is intended to be a part of the Lease Agreement between the Resident and Landlord.

As provided in the Lease Agreement, Resident is required to maintain property damage liability insurance during the term of the lease Agreement and any subsequent renewal periods. It is required that the insurance be no less than One Hundred Thousand Dollars (\$100,000) for damages to the property of Resident and Landlord with provisions covering, at a minimum, perils of fire, explosion, sewer backup, smoke and accidental water discharge.

### Option 1: Do Nothing and Enroll in the Simply Insurance Program!

Our community offers a cost-effective insurance program with coverage for your personal property. For just \$14.50 per month, this program meets the \$100,000 liability insurance requirement in your lease and provides \$5,000 in coverage for your personal property. You will automatically be enrolled in this program unless you proceed with option 2 and submit a valid third-party policy. In the event Resident elects the Simply insurance option below, Resident will pay the monthly fee associated therewith, which shall be due and payable each month without demand at the time rent is due. Landlord provides no representations or warranties with respect to the insurance or services provided by the program or the sufficiency of such insurance or any other insurance described herein. The program is not owned or operated by Landlord. However, Landlord may receive compensation in the event you are enrolled. You are under no obligation to elect this option or purchase insurance through this program.

### Option 2: Third-Party Policy

In the event Resident elects to obtain its own insurance policy, Resident shall request that the community be named as an "Interested Party" to be informed if the Resident's policy is cancelled or terminated (see below requirements). Such policy shall be written as a policy not contributing with and not in excess of coverage which Landlord may carry, and shall remain in full force and effect during the Term of the Lease Agreement and any subsequent renewal periods. Resident must upload proof of coverage at [leasetrack.ai/renters](https://leasetrack.ai/renters), or email to [arium@leasetrack.ai](mailto:arium@leasetrack.ai).

Resident agrees that a failure by Resident to comply with any of the terms and conditions of this Addendum shall constitute a default under the Lease Agreement to the extent permitted by Applicable Law. In the event of such default to the extent permitted by Applicable Law, Landlord shall have all rights and remedies available to it under the Lease Agreement. Resident will be automatically enrolled in the Simply Insurance Program for a fee of \$14.50 per month as stipulated in your lease agreement.

Please contact LeaseTrack at 800.430.8075 with any questions regarding this notice.

#### Acknowledgment:

- ☒ I understand that Property Management Company is not a licensed insurance agent and is neither making an offer of insurance nor selling insurance.

#### Choose Option Below:

- ☒ I will satisfy the insurance requirement by paying \$14.50 per month in addition to rent.
- ☐ I will purchase my own insurance policy in accordance with the terms and conditions of this Addendum and provide a copy of the policy to Landlord.

Resident: Ruiqi Liu

Signature: Ruiqi Liu Date: 01/07/2023

Resident: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Interested Party: 935M P.O. Box 3976 Albany, NY, 12203

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] provides this Asbestos Information and Disclosure Form to Ruiqi Liu

of Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318

["Address"].

["Residents"].

This Addendum is part of the Apartment Rental Contract with Resident dated January 7, 2023 ["Date of Lease"].

This form is *not* required under either federal or Georgia law but is designated to provide information for Residents, their occupants, and families who are concerned about the possible presence of asbestos in the apartment or apartment community. Management may, but is not required to, use this form.

**1. Management's Disclosure Regarding Asbestos in the Apartment or Apartment Community.**

Asbestos is used in many products and materials and is not considered a hazard under normal use. Asbestos can become a hazard if the building material that contains asbestos, known as Asbestos Containing Material ("ACM") is demolished or renovated or the condition of the ACM deteriorates to the point that fibers of the asbestos become airborne and can be inhaled. An "Asbestos Hazard" is an ACM that has deteriorated or been identified as an existing hazard due to its condition.

**Knowledge Regarding Presence of Asbestos in Building Materials.** Management ☒ does *not* have ☐ has *actual* knowledge or information confirming the presence of ACM or suspect ACM used in the apartment or apartment community. [If there is actual knowledge or information indicating the presence of asbestos, list the location and material known or suspected to contain asbestos below.]

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**2. Information About Asbestos.** Asbestos is a naturally occurring mineral fiber that has historically been used as a building material because of its fiber strength, heat resistance, and insulating properties. Asbestos has been and still is used in a wide variety of manufactured products and building materials. Many uses of asbestos are not prohibited by federal or state law. But, as potential health risks associated with asbestos became known, the use of asbestos in certain products brought about changes in how and when ACM can be used and how to repair or remove it.

If building materials in the apartment or apartment community which have ACM are not damaged or disturbed they remain in stable condition and do not need to be tested. Similarly, ACM may be encapsulated. However, asbestos fibers may be released into the air by the disturbance of ACM during use of a product, demolition, renovation, remodeling, or deterioration of a building material due to its age. Fibers that are released into the air cannot be seen with the naked eye and require air quality testing to determine their presence

Exposure to asbestos increases the risk of developing lung disease. Among the major health effects associated with asbestos exposure are: lung cancer; mesothelioma; and asbestosis.

Note: The Consumer Product Safety Commission (CSPC) provides an informational document (#453) called "Asbestos in the Home" which can be accessed online or downloaded as a PDF. Additional information can also be obtained at [www.epa.gov](http://www.epa.gov).

**Signatures of Parties:**

**Owner or Management**

HC 935M Owner LLC

\_\_\_\_\_  
Name of Owner or Management Company

As Landlord

By: \_\_\_\_\_  
Signature of Management Representative Name

As: \_\_\_\_\_ (Job Title)

**Residents**

Ruiqi Liu (Resident)

Printed Name of Resident: Ruiqi Liu

\_\_\_\_\_  
(Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
(Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
(Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
(Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
(Resident)

Printed Name of Resident: \_\_\_\_\_

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Bed Bug Addendum to the Apartment Rental Contract with Ruiqi Liu

\_\_\_\_\_ ["Resident"],

pertaining to Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318

[Address]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 [Date of Lease].

1. This Addendum is part of the Apartment Rental Contract and deals with the difficulties and associated problems when bed bugs (*cimex lectularious*) are found in or infesting an apartment or personal property located in the apartment.
2. Both Management and Resident agree they inspected the apartment prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation.
3. Management represents and agrees that it is not aware of an infestation or presence of bed bugs in the apartment or building in which the apartment is located; or, if there was a prior infestation or presence in the apartment or building, it has been professionally treated by a licensed pest control vendor and is believed to be free of further infestation.
4. Resident represents and agrees that he or she has read the information about bed bugs provided by Management and is not aware of an infestation or presence of the pest in Resident's current or previous apartments, home, or occupancy. Resident represents and agrees that he or she is not aware of any bed bug infestation or presence in any of his or her furniture, clothing, or personal property and possessions and has fully disclosed any previous bed bug infestation which Resident may have experienced. Resident represents and agrees that if he or she has not been subjected to or living in an environment, apartment, or home in which there was a bed bug infestation or presence. Resident represents that if he or she was previously living in an apartment or home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed professional pest control service and believes that such items are believed to be free of further infestation. In the event Resident discloses a previous experience of bed bug infestation, Management shall have the right to see documentation of the treatment and inspect Resident's personal property and possessions to confirm the absence of bed bugs.
5. Resident acknowledges that used or discarded furniture, clothing, and personal property obtained from other owners or found abandoned and discarded can contain bed bugs which will infest the apartment, be extremely difficult to control, and the costs associated with treating bed bugs and lost revenues associated with it are expensive. Resident represents and agrees that he or she shall not create or allow a condition or personal property to enter the apartment that will cause or allow an infestation or presence of bed bugs in the apartment. Resident shall not engage in risky behavior of bringing furniture, clothing, or personal property found on the street, in a dump, or acquired second hand or used without confirming the absence of bed bugs or properly and professionally cleaning and treating the items by a licensed professional pest control service before bringing such items into the apartment.
6. Resident shall allow Management and its pest control vendors to have access to the apartment at reasonable times and hours for inspection, pest control, and treatment of bed bugs. Resident and his family members, occupants, social guests, and invitees shall cooperate and shall not interfere with Management's inspections or treatments.
7. Resident shall promptly notify Management of any conditions that may indicate the presence of bed bugs in the apartment or in any of Resident's clothing, furniture, and personal property. Resident shall promptly notify Management of any recurring or unexplained bites, stings, irritations, sores of the skin or body which Resident believes are occurring from bed bugs or from any condition or pest believed to be within the apartment. Resident shall promptly notify Management if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs or of any confirmation of bed bug presence by a pest control service or other authoritative source.
8. Upon confirmation of the presence or infestation of bed bugs, Resident must cooperate and coordinate with Management and its pest control service to treat and eliminate the bed bugs. Resident must follow all directions of Management or its vendor to clean and treat the apartment and building in which it is located. The Resident is required to remove or destroy personal property that cannot be treated or cleaned.
9. In the event bed bugs are determined to be in the apartment, Management shall have the right to terminate the lease and require Resident to vacate the apartment and remove all furniture, clothing, and personal belongings in order to treat the apartment and building. Management shall have the right to terminate the lease and obtain possession of the apartment - regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and repetitive treatments necessary to control the infestation, Resident must vacate the apartment and remove all personal property and possessions to provide full access and fully treat and clean the apartment. Resident must vacate the premises, removing all personal property and persons in order for Management to perform pest control services.  
  
A determination of the cause or source of the bed bug infestation or presence may occur at a later date after the lease has been terminated, all personal property has been removed, and possession has been returned to Management. Resident does not have the right to withhold possession of the apartment and refuse to move until Management has his or her personal property and possessions treated and cleaned. Resident must first move and treat his or her personal property in accordance with widely accepted treatment methods and procedures as established by a licensed professional pest control service provider. A Resident who fails to vacate after the lease has been terminated will be liable for double holdover rent as provided in the Apartment Rental Contract.
10. Management shall have the right to select the method of treating the apartment, building, and common areas of the apartment community for bed bugs. Resident is responsible for and must treat his or her own personal property and possessions.



11. If Resident is allowed to transfer on-site to another apartment in the community, Resident must have his or her personal property and possessions professionally treated by a licensed pest control service prior to move-in and cooperate in preventing further infestation or spreading of bed bugs to another apartment or building by having all personal property and possessions treated or cleaned by a licensed professional pest control service. Resident shall cooperate in providing proof of such cleaning and treatment to Management's satisfaction. Resident will not be eligible for transfer on-site to another apartment in the community if Resident or Resident's family members, occupants, social guests, or invitees caused or are responsible for the infestation or presence of bed bugs in the apartment or building.
12. If Resident or Resident's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the apartment, Resident shall be in default of the lease and shall be liable for all rent, damages, cleaning and pest control fees, and other charges as provided in the Apartment Rental Contract. Resident shall pay all reasonable costs of cleaning and pest control treatment Management incurs to remedy Resident's breach of the Apartment Rental Contract. If Management must move other residents out of their apartments in order to treat adjoining or neighboring apartments, then Resident shall be liable for payment of any lost rental income and other expenses incurred by Management to relocate the neighbors and perform pest control treatment to eradicate an infestation in other apartments.
13. If the Resident or Resident's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the apartment, Resident shall not be in default of the Apartment Rental Contract but still must vacate the apartment and return possession upon termination of the lease. The fact that a Resident was unaware that he or she was bringing bed bugs into the apartment will not relieve the Resident of liability if the Resident knew or should have known about the infestation or engaged in risky behavior that was likely to start an infestation within the apartment.
14. Under no circumstances shall Management or Resident be liable to each other for punitive damages for breach of contract related to bed bugs.  
Under no circumstances shall Management or Resident be liable to each other for punitive damages for mere negligence related to bed bugs.
15. Resident shall promptly report to Management any known or suspected bed bug infestation or presence in the apartment. Resident shall not try to treat the apartment for a bed bug infestation on his own and acknowledges that Management has the full right to select a licensed and qualified professional pest control vendor to perform treatments and cleaning of the apartment and building. Management shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. Management shall have the same right of inspection and treatment of adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation.  
You must report any signs or suspicions of bed bugs to Management as soon as possible and cooperate in providing access for inspection and treatment.  
It is important that you use good housekeeping practices. Clean and vacuum on a regular weekly basis.
16. If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Owner or Management Company

Resident Ruigi Liu

Resident \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Owner or Management Company

Resident \_\_\_\_\_

As: \_\_\_\_\_ (Title)

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_



## Information About Bed Bugs

The scientific name for bed bugs is *cimex lectularius*. An adult bed bug is about one eighth to one quarter inch in length, somewhat oval shaped, and very flat. Adults are about the size of a small seed. They can be hard to spot and hide in cracks and holes when disturbed. Bed bugs are nocturnal, meaning that they come out at night. Adult bugs may be reddish-brown in color.

Bed bugs hatch from eggs between six and seventeen days. The bugs go through a repetitive molting process as they grow and mature. Female bugs lay eggs on a daily basis. The bugs can survive in a vacant room or abandoned furniture for long periods of time without feeding. Bed bugs are extremely hardy and can live up to 18 months without eating. Bed bugs can be found in vacant as well as occupied apartments.

Bed bugs cannot fly, but move quickly and can go unnoticed because of their small size. They can enter a new space or environment by climbing onto a person's clothing or personal belongings when a person comes in contact with an infested area. Bed bugs can enter an apartment when someone brings in used furniture, clothing, or other personal property that has an infestation. Bed bugs can spread through cracks in walls and floors to migrate from one apartment to another.

False claims that associate bed bugs' presence with poor hygiene have caused some apartment residents, out of shame, to avoid notifying management of their presence. This serves only to enable the spread of bed bugs. While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social and economic bounds; Claims to the contrary are false.

Bed bugs reach the peak of nighttime activity just before dawn. They are drawn to warm blooded animals and people by carbon dioxide and warmth. A bed bug bite may not be noticeable at the time of the bite and usually begins to feel irritated several hours later. The bite may produce a welt or bump that is like a flea or mosquito bite. Sometimes there appears to be three bites in a row, but there is not always a pattern. Bites usually are found on the face, neck, or arms. Bed bugs are not known to carry any transmittable diseases; however, some people might have an allergic reaction to the bites.

Residents should never buy or acquire used furniture and introduce it to the apartment if they are not sure it is free from infestation. Never bring home furniture, couches, chairs, mattresses, beds, pillows, or clothing found abandoned or discarded. Do not keep mattresses or box springs that are infested or have holes or tears which allow the bugs to climb inside and come out at night. Do not bring into the apartment discarded furniture, bedding, or clothes which are found on the roadside, a dump, a garbage collection site, or abandoned.

Infestations are commonly found in bedrooms and sleeping areas. Possible signs or indications of an infestation include unexplained bites that occur while sleeping and molted skins of adult bugs. You may also see bed bugs that have recently hatched and are similar in shape to adults but are whitish and almost translucent. Eggs are very small, white, and sticky. The excrement of adult bugs is black, dark red, brown, or rust colored spotting or staining and may be seen around the seams of mattresses or bedding. You may actually observe an adult bug. They are usually found around bedding.

There are many forms of treatment to rid an apartment of bed bugs, but the process may require multiple applications of pesticides, chemicals, or other substances over several weeks. It may be necessary to dispose of bedding or carpeting if it cannot be properly treated. Management will decide which form of treatment to use on the apartment but must have complete access to an empty apartment. This will require that a resident and his or her family move out and take all furniture, clothing, and personal possessions with them. The resident's personal property must be properly treated or may result in transmitting the pest to another home or apartment. Treatment will also involve cleaning and vacuuming.

Even if the infestation is in another apartment in your building, Management may need access to your apartment for inspection and treatment to prevent the spread of the pest. Whether you must move in order for the treatment to occur will depend on a number of factors. Management may need to inspect and observe your apartment in order to insure there is no cross infestation or migration from another apartment.

**You must report any signs or suspicions of bed bugs to Management as soon as possible and cooperate in providing access for inspection and treatment.**

**DO NOT ATTEMPT TO TREAT BED BUG INFESTATIONS ON YOUR OWN! Under no circumstance should you attempt to eradicate bed bugs without notifying management. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.**

**It is important that you use good housekeeping practices. Clean and vacuum on a regular weekly basis.**

**It is important that you notify Management as soon as possible if you suspect bed bugs are present in the apartment.**

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Community Rules Addendum to the Apartment Rental Contract ["the Lease"] with Ruiqi Liu

\_\_\_\_\_ ["Residents"], pertaining to

Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318

["Address"]. This Addendum is part of the Apartment Rental Contract dated January 7, 2023 ["Date of Lease"].

(a) **Signs:** Resident shall not place or display any signs, lights, decorations or markings on the outside of the apartment, common areas or buildings in the apartment community.

(b) **Locks:** Resident is prohibited from adding locks to, changing or altering locks installed on the doors of apartment, without prior written permission of management.

(c) **Entrances, Hallways, Walks, and Lawns:** Entrances, hallways, walks, lawns and other public areas shall not be obstructed, used for storage, or used for any purpose other than ingress and egress.

(d) **Antennas:** Satellite dishes, antennae, and aerials shall not be placed or erected on the roof or exterior of buildings without prior written consent.

(e) **Parking:** Resident agrees to abide by all parking regulations established by management. No motorcycles, trucks, vans, campers, recreational vehicles, boats, trailers, mobile homes, buses or mechanized equipment may be allowed on the property without management's prior approval. If management has designated spaces for resident to park or areas for boats, trailers, campers or other vehicles, resident agrees to park only in those spaces so designated. Non-operable, abandoned or unauthorized vehicles are not permitted on premises. Any such non-operable, abandoned or unauthorized vehicle may be removed by management at the expense of the resident or other person owning same, for storage or public or private sale, at management's option, and the resident or person owning same shall have no right of recourse against management therefore. The definition of non-operable, abandoned or unauthorized vehicles shall be liberally construed in favor of management. In addition, but not limited to, their generally accepted definitions, "unauthorized" and "non-operable" shall also mean vehicles which:

1. Are noxious, offensive, unsightly, unpleasant, or unkept such as could reasonably affect the appearance or rental marketability of the property or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to management, owners or other residents;
2. Are causing damage to the apartment community or the parking lot, including but not limited to, oil or gas leaks, seepage or spills and motorcycle kickstands which sink into the pavement;
3. Are not registered with management as required;
4. Are not properly parked between parallel lines or other lines marking spaces for parking;
5. Are blocking access to any prohibited areas, designated "no parking" areas, fire lanes, fire hydrants, ingress and egress travel lanes, entrances, exits, trash dumpsters or compactors or maintenance or service areas;
6. Are left on blocks or jack stands;
7. Appear to be in a state of disrepair;
8. Appear to be incapable of self-propelled movement;
9. Do not have a proper license tag, current license decal validation sticker, current state emissions inspection sticker or minimum applicable motor vehicle insurance.

Unauthorized, non-operable or abandoned vehicles shall not be kept, placed, stored, parked, maintained or operated in any area of the apartment community. The term "vehicle" includes, but is not limited to, both motorized and non-motorized vehicles such as automobiles, trucks, vans, motorcycles, boats, trailers, campers, mobile homes, motor homes, commercial trucks, buses and heavy motorized or mechanized equipment or vehicles. Further rules and regulations may be specified in a parking rules and regulations addendum. Said addendum is incorporated by reference herein and shall be effective regardless of whether it has been separately signed by parties hereto. An "abandoned motor vehicle" shall include, but is not limited to, any vehicle, motor vehicle or trailer which has been left unattended on the apartment community property for a period of not less than thirty days without anyone having made a claim thereto.

(f) **Storage:** No goods or materials of any kind or description which are hazardous, combustible, or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at resident's risk and management shall not be responsible for any loss or damage.

(g) **Balcony or Patio:** Balcony or Patio shall be neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balcony or patio. Use of cooking grills with a combustible fuel source is not permitted on balconies or patios within ten (10) feet of any building. (Section 501.7 of the Rules and Regulations for the State Minimum Fire Safety Standards adopted July 1, 1998).

(h) **Recreation and Service Areas:** Resident shall abide by all rules and regulations pertaining to use of recreational and service facilities.



(i) **Resident Liable for Actions of His Family, Occupants, Social Guests or Invitees:** Resident shall be responsible and liable for the conduct of his family, occupants, social guests or invitees. Acts or failure to act of resident's family, occupants or invitees in violation of this contract, any addenda, or management's rules and regulations may be deemed by management to be a breach by resident. Resident acknowledges and agrees to communicate and explain all addenda, rules and regulations, and the terms of this lease to his family, occupants, guests and invitees.

(j) **Window Treatments:** All window treatments shall present a neutral, uniform exterior appearance and shall not detract from the marketability or appearance of the apartment community. Resident shall not damage or remove blinds or other window treatments installed by the apartment owner and part of the apartment.

(k) **Water Beds:** Resident shall not have or keep any water beds in the apartment without prior written permission of management.

(l) **Conduct:** Resident acknowledges that all notices required to be given shall be given in writing. Resident agrees to handle his or her communications and conduct with management, including, but not limited to, leasing agents, on-site staff, maintenance personnel, or independent contractors and vendors hired by management, and with all other residents, occupants, guests or invitees in a lawful, courteous and reasonable manner. Resident shall not engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression, directed at management, its agents, its employees or vendors or directed at any other residents, occupants, guests, invitees, or any other person on the property. If requested by management, resident agrees to promptly conduct all further business in writing. Any acts of abusive behavior whether verbal or physical by resident or resident's family, guests or invitees shall be grounds for termination of this lease. Resident agrees not to damage his apartment or any other portion of the apartment community, including, but not limited to, the physical facilities, buildings, trees or landscape. Resident shall be liable for all acts or failure to act of his family, occupants, guests or invitees which result in damages to the apartment or the apartment community property. Resident shall remain liable to management for any damages which exceed normal wear and tear and agrees to pay management promptly upon notice of such damages, notwithstanding whether the repairs have actually been made. Further, resident's acts or failure to act which results in damages to the apartment or apartment community property shall constitute a ground for termination of this lease. Any amounts due from resident because of damage exceeding normal wear and tear shall constitute additional rent which is due upon invoicing.

(m) Management shall have the right to amend, add, change, delete or modify the Community Rules upon reasonable notice to Resident at a future date.

(n) **Package Release Authorization:** If Management accepts packages, shipments, parcels, and other items on Resident's behalf that are delivered to the Management office, acceptance of such items for Resident is a gratuitous bailment and not a bailment for hire. Resident authorizes Management to sign for and receive such items on Resident's behalf. Management has no obligation to deliver the items to Resident and may refuse to accept any item that appears to be damaged or improperly delivered. Resident is responsible for tracking delivery of all such items and agrees to pick them up promptly. If accepted, Management will temporarily store such items in the management office. Resident releases Management of any liability for loss or damage of the item unless such loss or damage was solely due to or solely caused by Management's gross negligence. Management may refuse any delivery made to the leasing office at their sole discretion.

**Signature of Parties:**

**Owner or Management**  
**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Owner or Management Company

As Landlord

**By:** \_\_\_\_\_  
Signature of Management Representative

**As:** \_\_\_\_\_ (Job Title)

**Residents**

Ruiqi Liu \_\_\_\_\_ (Resident Signature)

Printed Name of Resident Ruiqi Liu

\_\_\_\_\_  
(Resident Signature)

Printed Name of Resident \_\_\_\_\_  
\_\_\_\_\_  
(Resident Signature)

Printed Name of Resident \_\_\_\_\_  
\_\_\_\_\_  
(Resident Signature)

Printed Name of Resident \_\_\_\_\_  
\_\_\_\_\_  
(Resident Signature)

Printed Name of Resident \_\_\_\_\_  
\_\_\_\_\_  
(Resident Signature)

Printed Name of Resident \_\_\_\_\_



Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Crime Deterrence Addendum to the Apartment Rental Contract with Ruiqi Liu

\_\_\_\_\_ ["Resident"], pertaining to

Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318

[Address]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 [Date of Lease] and amends Paragraph 10 of the Apartment Rental Contract.

1. Resident, any members of the resident's household, or a guest, or other person under the resident's control shall not engage in criminal activity, on or off the premises. For the purpose of this addendum, "criminal activity" includes any Felony or Misdemeanor, as prescribed under the laws of the State of Georgia, or the United States (see O.C.G.A., Section 16-1-3), as outlined, but not limited to, the following: Stalking, Possession, Use, Sell of any amount of Marijuana; Possession, Use, Sell, or Manufacture of any illegal drug and/or Substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C., 302] or in O.C.G.A. Title 16, Chapter 13); any crime considered to be of a Sexual Nature (see O.C.G.A. Title 16, Chapter 6); Parties to a Crime (see O.C.G.A. 16-2-20); Criminal Attempt, Conspiracy, and/or Solicitation (see O.C.G.A. Title 16, Chapter 4); Crime(s) against a person (see O.C.G.A. Title 16, Chapter 5); Damage to and/or Intrusion upon Property (see O.C.G.A. Title 16, Chapter 7); Offenses Involving Theft (see O.C.G.A. Title 16, Chapter 8); Forgery and/or Fraudulent Practices (see O.C.G.A. Title 16, Chapter 9); Offenses Against Public Order and Safety (see O.C.G.A. Title 16, Chapter 11); Offenses Against Public Health and Morals (see O.C.G.A. Title 16, Chapter 12); Gang Activity (see O.C.G.A. Title 16, Chapter 15).
2. Resident, any member of the resident's household, or a guest, or other person under the resident's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off said premises.
3. Resident, or any member of resident's household will not permit the dwelling to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident, or any member of resident's household, will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or off said property.
5. Resident, any member of resident's household, a guest, or other person under the resident's control shall not engage in acts of violence, or threat of violence, including, but not limited to, the unlawful display or discharge of firearms, on or near the dwelling unit premises.
6. Resident, or any member of resident's household, a guest, or other person under the resident's control shall not engage in criminal gang activity, as defined in O.C.G.A. Section 16-15-1, ET. Seq.
7. **VIOLATION OF ANY OF THE ABOVE PROVISIONS IS A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE, AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.**

A single violation of any of the provisions of this addendum shall be deemed a serious violation and is a material and irreparable breach of the lease. It is understood and agreed that a **SINGLE** violation shall be a good cause for immediate termination of the lease. Unless otherwise provided by law, proof of the violation **SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be by a preponderance of the evidence.

8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
9. This **LEASE ADDENDUM** is incorporated into the lease, or renewal thereof, executed or renewed at any time between Owner/Landlord/Lessor, and Resident/Lessee.

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Owner or Management Company

Resident Ruiqi Liu

By: \_\_\_\_\_  
Signature of Owner or Management Company

Resident \_\_\_\_\_

As: \_\_\_\_\_ (Title)

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Crime Warning and Limitation of Liability Animal Addendum to the Apartment Rental Contract with Ruiqi Liu

["Resident"], pertaining to Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318  
[Address]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 [Date of Lease].

1. **Important: Please read this addendum before signing.** This addendum pertains to crime that may be committed in or around the apartment community and personal injuries or property loss sustained by the Resident as the result of that crime. This addendum requires the Resident to take reasonable steps for protecting his or her safety and security, and it *limits the liability* of the apartment Owner and managing agent or company *under certain circumstances* for injuries, property loss, and damages. Your signature below means that you read and understand this addendum. Although all parts of this addendum are important, please see Paragraph 9 regarding your waiver and release of the Owner and Management of the apartment community related to certain claims.

2. **Definitions.** The term "Resident" includes all Residents who have signed this addendum and any child, minor, person, or occupant of which the Resident is the parent or legal guardian. The term "Owner" refers to the apartment ownership entity. If this addendum is signed by the Owner, then the Owner is also referred to as "Management." If this addendum is signed by the company or persons managing the apartment community on behalf of and as the agent for the Owner, then "Management" refers to the managing agent of the owner. The terms "Owner" and "Management" include their respective general and limited partners, officers, directors, agents, employees, and shareholders or members.

The term "security" refers to any procedure, equipment, personal property, or personnel that have or may have some function related to deterring, limiting, or preventing crime or access in, to, or near the apartment community. "Security," includes, but is not limited to, access gates for pedestrians and vehicles, fences, alarm or intrusion systems, surveillance cameras, digital video recorders, lighting, door and window locks, audio communication boxes, gate clickers, access codes, courtesy officers, and security officers or personnel.

3. **Owner and Management Make No Representations, Guaranties, Covenants, or Warranties About the Safety of the Apartment Community from Crime or Providing Security that Will Prevent Crime.** Resident acknowledges and agrees that neither the Owner nor Management have made any verbal or written representations, guaranties, covenants or warranties, either express or implied, that:

The apartment community or its entrances, exits, common areas, apartments, or any portion are safe or free from crime;

The neighboring community or neighborhood outside of or around the apartment community are safe or free from crime; or

Security is, has been, or will be provided to or for Resident that will protect Resident or his property from crimes or will prevent crime from occurring in or around the apartment community.

Neither the Owner nor Management market, advertise, or make representations that the Resident or Resident's occupants, social guests, visitors, or invitees will be safe or free from crime while they are in, near, at, leaving, or entering any portion of the apartment community.

Although the Owner and Management may provide certain forms of security in the apartment community, such security cannot deter or prevent all crimes. Crimes do occur from time to time at or near the apartment community, but neither the Owner nor Management know when or where a crime will occur.

4. **Existence or Absence of Security Procedures, Devices, or Personnel Does Not Create an Assurance of Safety or Crime Prevention.** Resident acknowledges and agrees that the existence, presence, or absence of security procedures, devices, or personnel in the apartment or common areas of the apartment community do not constitute any kind of implied warranty or representation from the Owner or Management that the Resident will be safe or protected from crime or that such security procedures, devices, or personnel will prevent or deter crime from occurring in the apartment or around or near the apartment community.

Resident agrees that there is no law or contractual agreement of any kind that requires the Owner or Management to use or provide specific kinds of security procedures, devices, or personnel in the common areas of the apartment community or inside of the leased premises of the apartment itself. Resident agrees that Owner and Management are not contractually obligated to provide security to Resident under the wording of the lease or this addendum.

The Owner and Management may provide certain basic security devices such as locks on apartment doors and windows or intrusion alarm systems in the apartment. The Resident is responsible for checking whether such locks and intrusion alarms that secure the apartment are functioning and must promptly report any need for repair, replacement, or maintenance. The Owner's duties to provide repairs *in the apartment* is controlled by Georgia landlord and tenant law. Having parted with possession of the apartment when it was leased and Resident took possession, Resident is responsible for giving proper notice to the Owner or Management of the need for any repairs to locks and intrusion alarm systems and properly using an intrusion alarms system and the locks on all doors and windows of the apartment. Resident assumes possession and control of the apartment by signing the lease and accepting the keys to the apartment.

It is Resident's responsibility to exercise due care and caution for his or her own safety at all times when entering and exiting the apartment and when inside the apartment premises by properly inspecting and using all security and safety devices that may be in the apartment. Nothing contained in this addendum is intended to waive or change the Owner's duty of making repairs *to the apartment* or the liability of the Owner for failure to make repairs *to the apartment* as provided under Georgia landlord and tenant law; however, such repair provisions do not apply to the *common areas* of the apartment community which are governed by other law. Resident acknowledges and agrees that the Owner and Management have no statutory or contractual duty to make repairs or provide security to the *common areas* of the apartment community.

Any benefit derived by Resident or Resident's occupants, family, social guests, visitors, or invitees from security in the common areas of the apartment community is incidental to the Apartment Rental Contract, and Resident is not a third party beneficiary of such security.

Resident agrees that testimony or evidence by any person, security consultant, or law enforcement officer that the proper use and installation of security procedures, devices, or personnel could or would have prevented a crime from occurring would be speculative in nature and cannot be used to establish liability of the Owner or Management in any premises liability claim or case pertaining to a crime committed on or around the apartment community.

Resident agrees that he or she shall not form an assumption at any time that he or she is safe from crime or that security procedures, devices, or personnel at the apartment community will prevent crime. Resident must exercise reasonable care for his or her safety at all times to avoid crime. Even properly functioning security procedures, devices, or personnel can be avoided or by-passed by persons intending to commit a crime. Additionally, from time to time such security may malfunction or require repair.

5. **Limitations in the Function of Access Gates and Perimeter Fencing.** Resident acknowledges and agrees that the function of controlled or limited access gates and perimeter fencing around or in portions of the apartment community is limited in its effectiveness as a form of security. If such access gates and fencing are present, their function is to control, limit, and deter access into the common areas of the apartment community. Resident understands and agrees that fencing, doors, and access gates will not prevent unauthorized entry and crime. Resident understands and acknowledges that other Residents could or may provide other authorized and unauthorized persons entry, access codes, or electronic opening devices that give such persons access to the common areas of the apartment community. The Owner and Management have no way of knowing when or how persons who are not a resident or occupant will be provided access or whether such persons intend to commit a crime. Resident understands that unauthorized persons can gain access to the inside of buildings and common areas of the apartment community even when security procedures, devices, or personnel are present and functioning.

6. **Security Personnel and Owner or Management Employees Do Not Provide Emergency or Law Enforcement Services.** Resident acknowledges and agrees that:

Security personnel and Management employees are not employed to provide emergency, medical, security, protection, fire, or police services to Resident or Resident's family, occupants, social guests, visitors, and invitees;

The primary function of security personnel, if present, is to observe and report on incidents as directed by the Owner and Management;

Owner and Management do not offer or provide any armed or unarmed security personnel that will keep the Resident safe and prevent crimes against Resident or his property; and

It is the responsibility of appropriate federal, state, and local law enforcement agencies to protect Resident; respond to Resident's report of a crime; to prevent and deter crime; and to make arrests for violation of the law.

7. **Owner and Management May Discontinue or Change Security Personnel, Devices, or Procedures Without Notice or Liability** Owner and Management shall have the right at any time, with or without notice, to install, modify or remove any security procedures, devices, or personnel without liability therefore. Any modification or removal of security devices, personnel, or procedures shall not serve as a basis for breach of contract or tort claim against the Owner or Management. Failure or malfunction of security devices, personnel, or procedures to operate properly or prevent crime shall not serve as grounds for abatement of rent or grounds for the Resident to terminate the lease based on an alleged breach of contract. The Resident's obligation to pay rent is independent of the Owner's or Management's duties under the law.

8. **Resident Has a Duty to Exercise Due Care at All Times for His or Her Safety.** Resident acknowledges and agrees that he or she has a duty at all times to exercise due care to protect and provide for his or her own safety and property from the criminal acts of others. Resident understands and agrees that the Owner or Management cannot and do not provide police or law enforcement services.

Resident acknowledges and agrees that in the event he or his family, occupants, guest or invitees are in need of emergency, medical, security, protection, fire, or police services, he or she shall have the duty to contact the appropriate governmental emergency, medical, fire, or law enforcement service or agency.

9. **Limitation of Owner's and Management's Liability: Neither Owner Nor Management Shall Have Liability to Resident for Damage or Injury Sustained Due to the Criminal Acts of Others Based on Keeping Common Areas of the Apartment Community Safe from Crime.** Resident expressly waives and releases Owner or Management from any liability or any negligence claim based on alleged criminal acts of others pertaining to any condition, defect, action, or failure to act in the *common areas* of the apartment community to the fullest extent allowed by law, including, but not limited to, claims pertaining to alleged negligence in preventing or failing to prevent crime in the apartment with regard to the safety, maintenance, or conditions in the *common areas* of the apartment community. Resident acknowledges and agrees that it is impossible for the Owner or Management to know when or how a crime may be committed or to prevent a crime from happening. The Owner and Management are not responsible or liable for the criminal acts of others who violate the law and cause injury or property loss to Resident or Resident's occupants, family members, social guests, visitors, or invitees, except as may otherwise be provided by law.

*This Addendum and this contractual provision limit the ability of Resident to sue for or to recover civil damages from the Owner or Management for crimes committed against the Resident or loss of Resident's property by others under certain conditions.*

Resident agrees that the Owner and Management are not guarantor's of Resident's safety and agrees to waive, release, and forego any premises liability claim for personal injuries or property loss due to crime committed by others, including, but not limited to, those claims based on the Owner's duty to keep the *common areas* safe from crime. Resident knowingly waives and releases the Owner and Management from any claim for alleged negligence for failure to keep the *common areas* of the apartment community safe from crime.

Resident agrees that he or she did not lease any portion of the *common areas* of the apartment community; accepted the common areas as is; and, only leased the apartment itself. Resident's use of the common areas of the apartment community is a permissive license incidental to leasing the apartment to use the common areas as provided in the lease and community rules and other addenda. The waiver and release of liability in this paragraph do not apply to the owner or occupier of land's duties and liability under Georgia landlord and tenant law that apply *in the apartment*, as opposed to the *common areas*.



The commission of a crime against another resident, occupant, or person shall not serve as ground for abatement of rent or a ground for the Resident to terminate the lease based on an alleged breach of contract.

10. **Owner and Management Have No Liability for Crime Committed on Another's Property or on Public or Private Easements.** Neither Owner nor management shall have any liability for any crime committed on or originating on property of another owner or on property adjacent to apartment community that is not owned by Owner. Neither Owner nor Management shall have liability for any crime that occurs on a public right of way nor for a crime that occurs on a private right of way; easement; or license held, controlled, or maintained by a federal, state, city, or county government or by another owner, private person, or public utility or agency.
11. **Law Enforcement Officers Living and Working at Apartment Community Are Not Employees of Owner or Management.** Resident acknowledges and agrees that any law enforcement officer who lives at the apartment community or provides services of any kind or nature to the apartment community in exchange for discounted rent or compensation acts solely as an independent contractor and is not an employee of the Owner or Management. Law enforcement officers who may be described as "courtesy officers" or who provide any kind of services while not on regular duty hours for the law enforcement agency at which they are employed are *not* employees of the Owner or Management. Resident agrees that to the extent any such law enforcement officer exercises the use of police powers to perform an arrest, deter a crime, or to apprehend a criminal is performed in his or her capacity as an off-duty law enforcement officer in his or her governmental law enforcement capacity and not as an agent of the Owner or Management.
12. **Intrusion Alarms In Resident's Apartment Do Not Guaranty Resident's Safety from Crime.** An Intrusion alarm system in the leased premises of the apartment, if any, is not a guarantee of Resident's safety from crime. Resident acknowledges and agrees that if such intrusion system was installed by Owner or Management in the apartment as part of the leased premises that it is Resident's responsibility to establish or set up his or her own monitoring contractor to provide monitoring of the alarm system. The intrusion alarm system is not monitored by the Owner, Management, or a security service provided by the Owner or Management, nor by any law enforcement agency.

The intrusion alarm is not connected to any central or monitored system as part of the lease. Neither Owner nor Management shall have any liability for responding or failing to respond to or monitoring any such intrusion alarm system.

Neither Owner nor Management shall have any duty to monitor or respond to an intrusion alarm system nor any liability for failure to monitor and respond to an intrusion alarm. Resident agrees that Owner and Management may at any time, either with or without notice to Resident, replace, discontinue, or disconnect any such alarm or intrusion system. Any such change, replacement, modification, discontinuance or suspension of an intrusion alarm system shall not relieve Resident of liability for payment of rent nor shall it excuse Resident from fulfilling the balance of the remaining term of the lease.

13. **Owner and Management Are Not Required to Provide Notices of Crime in the Apartment Community.** Resident acknowledges and agrees that: Owner and Management are not required by law to provide written or verbal notices of crimes committed in or around the apartment community to the Resident;

Owner's or Management's decision to provide crime notices does not create a legal or contractual duty on the part of the Owner and Management to investigate or provide information to Resident regarding crimes that occur on the property nor to continue giving such notices in the future;

The failure to give notice of crime that comes to Owner's or Management's attention does not breach a legal, tort, or contractual duty to provide such notices;

Resident has an affirmative obligation to perform his or her own due diligence of crime in or around the apartment community and determine what crimes have or have not occurred;

Owner's or Management's failure to give notice of prior crimes does not create liability or breach a duty to Resident;

It is purely speculative whether the giving or receipt of a crime notice would have prevented a crime against Resident or prevented an injury or loss of property; and

Resident's failure to conduct his or her own due diligence throughout the term of their lease and occupancy as to what crimes have occurred in or near the apartment community are a breach of Resident's contractual duty to exercise due care for his or her own safety and creates a defense or comparative negligence to any tort claim filed by Resident against Owner or Management.

Resident acknowledges that:

Owner and Management do not have knowledge of every crime that may be committed on or around the apartment community as many crimes go unreported to either the Owner or Management or to law enforcement agencies; and

Crimes which are reported only to the police may not be known to the Owner or Management.

Resident agrees that he or she shall not form any assumption or reliance on the giving or failure of giving any notices as to whether crimes have occurred in the apartment community. Regardless of what steps the Owner or Management take to provide notices of crime, security personnel, security devices, or security procedures, crimes do and will happen in the apartment community. Resident agrees that he or she will never assume they are safe from crime and will exercise due care for their safety at all times.

14. **Lighting Conditions in the Common Areas of the Apartment Community Cannot Form a Basis of Liability for Crime.** The Owner and Management shall not be liable to Resident in tort or contract for the failure of a light to function properly, low lighting, or lack of lighting in common areas of the apartment community. Resident agrees to avoid using dark or unlighted portions of the common areas in the apartment community until the lighting is repaired or placed in such area and to exercise reasonable steps for his or her safety when entering and exiting the apartment or building under low light or no light conditions. Resident waives and releases the Owner and Management from any claims of negligence based on failure to provide adequate or proper lighting in the *common areas*. Resident agrees that whether the presence of such lighting would have prevented a crime is speculative and cannot form the basis of liability for injury or loss due to crime.

15. **Resident Agrees to Inform Family Members, Occupants, Social Guests, Visitors, and Invitees Regarding Crime and Safety at the Apartment Community.** Resident has a duty and agrees to advise and notify his family, occupants, social guests, visitors, or invitees of all provisions in this addendum and warn them to exercise due care for their safety at all times from crimes occurring on or near the apartment community, regardless of the presence or absence of any security. Resident agrees to indemnify and hold harmless Owner and Management from any and all claims, losses, personal injuries, property loss, or damages to Resident's family, occupants, social guests, visitors, or invitees due to Resident's failure to advise or notify said family, occupants, social guests, visitors, or invitees of the contents of this addendum.
16. **Any Portion of Addendum Found to Be Void or Unenforceable to Be Severed and Remainder Enforced.** If any phrase, sentence, portion, provision, or paragraph of this addendum shall be found or determined to be void or unenforceable under Georgia law, then such void or unenforceable phrase, sentence, portion, provision, or paragraph shall be severed, and the balance or remainder of this addendum shall be upheld as valid and enforceable so as to carry out the expressed intent of the parties to this contract. The provisions of this addendum are contractual in nature and not mere recitals. If any phrase, sentence, portion, provision, or paragraph of this addendum is held to be void or unenforceable, the addendum in its entirety shall still be admissible in evidence in any civil lawsuit or trial with appropriate instructions as to effectiveness of the void or unenforceable portion.
17. **Merger of All Prior Statements.** All prior statements, representations or agreements pertaining to security shall be void and unenforceable and are merged herein unless such representation is in writing and signed by all parties to this addendum and the Residential Lease Contract.
18. **Crime Warning and Limitation of Liability for Crime Is Incorporated by Reference into the Apartment Rental Contract.** This addendum shall be incorporated into the Residential Rental Contract between the Resident and Owner and Management and is effective and enforceable regardless of whether this addendum has been separately signed by the parties to said lease agreement. The terms and provisions contained in this addendum shall remain in effect throughout Resident's occupancy in the apartment community, and this addendum shall not be revoked in the event Resident extends the original lease, signs a renewal contract, or signs an entirely new rental contract for continued occupancy or residence in the apartment community.
19. **Resident Has Inspected or Has Had the Opportunity to Inspect and Investigate the Apartment and Apartment Community for Security, Safety, and Crime.** Resident acknowledges and agrees that he or she has inspected or had the opportunity to inspect and investigate the apartment and apartment community for security, safety, and crime and determined to his or her satisfaction that the security is adequate, satisfactory, and in proper working order unless otherwise noted on the Move-In inspection form or unless otherwise provided in written notice to the Owner or Management. Resident acknowledges and agrees that any comments noted on the Move-In inspection form are not a written request to repair and that any request to repair must be submitted separately in writing and make a clear request for repair or maintenance. Resident agrees that neither the Owner nor Management shall have any duty to inspect, test, repair, or service door locks or latches, window locks or latches, or intrusion alarm systems inside the lease premises of *the apartment* until the Resident has notified the Owner or Management in writing of the need for such repairs or replacement.
20. **Resident Responsible for Any Self Installation of an Alarm or Intrusion System or Locks.** Resident acknowledges and agrees that if he or she installs their own locks or intrusion alarm system, such installation shall be deemed an improvement made by Resident, and as such, Resident shall be responsible and obligated to repair and maintain any self installed intrusion alarm system or locks. Owner and Management shall not be responsible for or obligated to repair, replace, and/or maintain any locks or intrusion alarm system installed by Resident or Resident's contractor.

HC 935M Owner LLC

\_\_\_\_\_  
Name of Owner or Management Company

Resident Ruigi Liu

By: \_\_\_\_\_  
Signature of Management Representative

Resident \_\_\_\_\_

As: \_\_\_\_\_ (Title)

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_



Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Electronic and Digital Entry, Access, Alarm, and Security Systems Addendum to the Apartment Rental Contract ["the Lease"] with Ruiqi Liu

Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318 ["Residents"], pertaining to

["Address"]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 ["Date of Lease"].

- Important: Please read this addendum before signing. This addendum has important information about electronic, digital, and mechanical access, alarm, and security systems and crime that may be committed in or around the apartment community. You cannot assume that any security systems or personnel on the property will prevent crime or guarantee your safety. This addendum requires the Resident to take reasonable steps for protecting his or her safety and security at all times in order to avoid personal injuries or property loss as the result of that crime.**
- The apartment community has certain features, services, and systems that may restrict access, have the effect of reducing unauthorized access, possibly reduce crime, and may appear to provide limited forms of security. Management and the owner have the right at any time to reduce, eliminate, modify, and add other or similar features. Some of the features, services, and systems are:

- ☒ Courtesy Officers or Patrols
- ☐ Intrusion Alarm Systems
- ☒ Pedestrian or Vehicle Access Gates
- ☐ Perimeter Fencing
- ☒ Coded Entry Building Doors
- ☒ Remote access devices to open gates and doors
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

Such features, services, and systems are not a guarantee of Resident's or Resident's occupants, family, social guests, and invitee's personal safety or security, and they are not a guarantee that Resident or Resident's occupants, family, social guests, and invitee's are safe from crime. Resident must exercise reasonable care for his or her safety at all times to avoid crime. Even properly functioning security procedures, devices, or personnel can be avoided or by-passed by persons intending to commit a crime. Additionally, from time to time such security may malfunction or require repair.

Resident agrees that he or she shall not form an assumption at any time that he or she is safe from crime or that security procedures, devices, or personnel at the apartment community will prevent crime.

Resident acknowledges and agrees that Management has issued the following access devices, codes, cards, or information and instructed Resident on their proper use.

- ☒ Code or Card for Accessing Pedestrian or Vehicle Access Gates  
Code No. \_\_\_\_\_ Card Nos. \_\_\_\_\_
- ☐ Code or Card for Arming or Disarming Intrusion Alarm Systems  
Code No. \_\_\_\_\_ Card Nos. \_\_\_\_\_
- ☐ Code or Card for Accessing Building exit and entry doors  
Code No. \_\_\_\_\_ Card Nos. \_\_\_\_\_
- ☐ Code or Card for Accessing Building Doors  
Code No. \_\_\_\_\_ Card Nos. \_\_\_\_\_
- ☒ Remote Access Device or Clicker for entering Vehicle Access Gates
- ☒ Remote Access Device to open gates and doors
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

Resident agrees to return all access cards, clickers, devices, and remotes to Management at the time of vacating the premises or terminating or non-renewing his or her lease. Resident shall pay the following amounts for any access card, clicks, or digital device which is lost or not returned to Management:

\$ _____ per card for each access card	No. of cards issued: _____
\$ <u>50.00</u> per clicker for each access clicker	No. of clickers issued: _____
\$ <u>50.00</u> per device for each digital access device	No. of access devices issued: _____

3. **Owner and Management Make No Representations, Guaranties, Covenants, or Warranties About the Safety of the Apartment Community from Crime or Providing Security that Will Prevent Crime.** Resident acknowledges and agrees that neither the Owner nor Management have made any verbal or written representations, guaranties, covenants or warranties, either express or implied, that: a) the apartment community or its entrances, exits, common areas, apartments, or any portion of the common areas of the community are safe or free from crime; b) the neighboring community or neighborhood outside of or around the apartment community are safe or free from crime; or c) security is, has been, or will be provided to or for Resident that will protect Resident or his property from crimes or will prevent crime from occurring in or around the apartment community.

Neither the Owner nor Management market, advertise, or make representations that the Resident or Resident's occupants, social guests, visitors, or invitees will be safe or free from crime while they are in, near, at, leaving, or entering any portion of the apartment community.

Although the Owner and Management may provide certain forms of security in the apartment community, such security cannot deter or prevent all crimes. Crimes do occur from time to time at or near the apartment community, but neither the Owner nor Management know when or where a crime will occur.

4. **Existence or Absence of Security Procedures, Devices, or Personnel Does Not Create an Assurance of Safety or Crime Prevention.** Resident acknowledges and agrees that the existence, presence, or absence of security procedures, devices, or personnel in the apartment or common areas of the apartment community do not constitute any kind of implied warranty or representation from the Owner or Management that the Resident will be safe or protected from crime or that such security procedures, devices, or personnel will prevent or deter crime from occurring in the apartment or around or near the apartment community.
5. **Limitations in the Function of Access Gates and Perimeter Fencing.** Resident acknowledges and agrees that the function of controlled or limited access gates and perimeter fencing around or in portions of the apartment community is limited in its effectiveness as a form of security. If such access gates and fencing are present, their function is to control, limit, and deter access into the common areas of the apartment community. Resident understands and agrees that fencing, doors, and access gates will not prevent unauthorized entry and crime. Resident understands and acknowledges that other Residents could or may provide other authorized and unauthorized persons entry, access codes, or electronic opening devices that give such persons access to the common areas of the apartment community. The Owner and Management have no way of knowing when or how persons who are not a resident or occupant will be provided access or whether such persons intend to commit a crime. Resident understands that unauthorized persons can gain access to the inside of buildings and common areas of the apartment community even when security procedures, devices, or personnel are present and functioning.
6. **Security Personnel and Owner or Management Employees Do Not Provide Emergency or Law Enforcement Services.** Resident acknowledges and agrees that:
- Security personnel and Management employees are not employed to provide emergency, medical, security, protection, fire, or police services to Resident or Resident's family, occupants, social guests, visitors, and invitees;
  - The primary function of security personnel, if present, is to observe and report on incidents as directed by the Owner and Management;
  - Owner and Management do not offer or provide any armed or unarmed security personnel that will keep the Resident safe and prevent crimes against Resident or his property; and
  - It is the responsibility of appropriate federal, state, and local law enforcement agencies to protect Resident; respond to Resident's report of a crime; to prevent and deter crime; and to make arrests for violation of the law.
7. **Owner and Management May Discontinue or Change Security Personnel, Devices, or Procedures Without Notice or Liability.** Owner and Management shall have the right at any time, with or without notice, to install, modify or remove any security procedures, devices, or personnel without liability therefore. Any modification or removal of security devices, personnel, or procedures shall not serve as a basis for breach of contract or tort claim against the Owner or Management. Failure or malfunction of security devices, personnel, or procedures to operate properly or prevent crime shall not serve as grounds for abatement of rent or grounds for the Resident to terminate the lease based on an alleged breach of contract. The Resident's obligation to pay rent is independent of the Owner's or Management's duties under the law.
8. **Resident Has a Duty to Exercise Due Care at All Times for His or Her Safety.** Resident acknowledges and agrees that he or she has a duty at all times to exercise due care to protect and provide for his or her own safety and property from the criminal acts of others. Resident understands and agrees that the Owner or Management cannot and do not provide police or law enforcement services.
- Resident acknowledges and agrees that in the event he or his family, occupants, social guests or invitees are in need of emergency, medical, security, protection, fire, or police services, he or she shall have the duty to contact the appropriate governmental emergency, medical, fire, or law enforcement service or agency.
9. **Intrusion Alarms In Resident's Apartment Do Not Guaranty Resident's Safety from Crime.** An intrusion alarm system in the leased premises of the apartment, if any, is not a guarantee of Resident's safety from crime. Resident acknowledges and agrees that if such intrusion system was installed by Owner or Management in the apartment as part of the leased premises that it is Resident's responsibility to establish or set up his or her own monitoring contractor to provide monitoring of the alarm system. The intrusion alarm system is not monitored by the Owner, Management, or a security service provided by the Owner or Management, nor by any law enforcement agency.
- The intrusion alarm is not connected to any central or monitored system as part of the lease. Neither Owner nor Management shall have any liability for responding or failing to respond to or monitoring any such intrusion alarm system.
- Neither Owner nor Management shall have any duty to monitor or respond to an intrusion alarm system nor any liability for failure to monitor and respond to an intrusion alarm. Resident agrees that Owner and Management may at any time, either with or without notice to Resident, replace, discontinue, or disconnect any such alarm or intrusion system. Any such change, replacement, modification, discontinuance or suspension of an intrusion alarm system shall not relieve Resident of liability for payment of rent nor shall it excuse Resident from fulfilling the balance of the remaining term of the lease.
10. **Resident Has Inspected or Has Had the Opportunity to Inspect and Investigate the Apartment and Apartment Community for Security, Safety, and Crime.** Resident acknowledges and agrees that he or she has inspected or had the opportunity to inspect and investigate the apartment and apartment community for security, safety, and crime and determined to his or her satisfaction that the security is adequate, satisfactory, and in proper working order unless otherwise noted on the Move-In inspection form or unless otherwise provided in written notice to the Owner or Management.



Resident acknowledges and agrees that any comments noted on the Move-In inspection form are not a written request to repair and that any request to repair must be submitted separately in writing and make a clear request for repair or maintenance. Resident agrees that neither the Owner nor Management shall have any duty to inspect, test, repair, or service door locks or latches, window locks or latches, or intrusion alarm systems inside the lease premises of *the apartment* until the Resident has notified the Owner or Management in writing of the need for such repairs or replacement.

11. **Crime Warning and Limitation of Liability for Crime Is Incorporated by Reference into the Apartment Rental Contract.** This addendum shall be incorporated into the Apartment Rental Contract between the Resident and Owner and Management and is effective and enforceable regardless of whether this addendum has been separately signed by the parties to said lease agreement. The terms and provisions contained in this addendum shall remain in effect throughout Resident's occupancy in the apartment community, and this addendum shall not be revoked in the event Resident extends the original lease, signs a renewal contract, or signs an entirely new rental contract for continued occupancy or residence in the apartment community.
12. **Merger of All Prior Statements.** All prior statements, representations or agreements pertaining to security shall be void and unenforceable and are merged herein unless such representation is in writing and signed by all parties to this addendum and the Apartment Rental Contract.
13. **Any Portion of Addendum Found to Be Void or Unenforceable to Be Severed and Remainder Enforced.** If any phrase, sentence, portion, provision, or paragraph of this addendum shall be found or determined to be void or unenforceable under Georgia law, then such void or unenforceable phrase, sentence, portion, provision, or paragraph shall be severed, and the balance or remainder of this addendum shall be upheld as valid and enforceable so as to carry out the expressed intent of the parties to this contract. The provisions of this addendum are contractual in nature and not mere recitals. If any phrase, sentence, portion, provision, or paragraph of this addendum is held to be void or unenforceable, the addendum in its entirety shall still be admissible in evidence in any civil lawsuit or trial with appropriate instructions as to effectiveness of the void or unenforceable portion.

**Signature of Parties:**

**Management**

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Management

By: \_\_\_\_\_  
Signature of Management Representative Name

As: \_\_\_\_\_ (Job Title)

**Residents**

Ruiqi Liu \_\_\_\_\_ (Resident Signature)  
Printed Name of Resident: Ruiqi Liu

\_\_\_\_\_  
Printed Name of Resident: \_\_\_\_\_ (Resident Signature)

\_\_\_\_\_  
Printed Name of Resident: \_\_\_\_\_ (Resident Signature)

\_\_\_\_\_  
Printed Name of Resident: \_\_\_\_\_ (Resident Signature)

\_\_\_\_\_  
Printed Name of Resident: \_\_\_\_\_ (Resident Signature)

\_\_\_\_\_  
Printed Name of Resident: \_\_\_\_\_ (Resident Signature)

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of  
☒ as Agent for the Owner of HC 935M Owner LLC  
["Community Name"] enters into this Extended Special Stipulations Addendum to the Apartment Rental Contract ["the Lease"] with Ruiqi Liu

Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318  
[Address]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 [Date of Lease].

The following are a continuation of the Special Stipulations of the Apartment Rental Contract and are incorporated by reference into said apartment lease. These Special Stipulations have been added by Management or owner of the apartment community, and were not created by either the Georgia or Atlanta Apartment Associations as part of their standard leases, forms, and addenda.

**3. METHOD OF PAYMENTS:** All payments must be made online at www.935Mbyarium.com. No payments accepted at the on-site manager's office. Money orders are not accepted onsite at any time.  
**4. MONTH-TO-MONTH:** In the event the Lease converts to a Month-To-Month tenancy (see #6 of general provisions), the month-to-month tenancy can be terminated by either party by providing a minimum of 30 days' advance written notice to the other party.  
**5. ROOMMATE CHANGES/FEEs:** Any new roommate that applies during the lease term will be charged a \$350 admin fee and \$75 application fee upon application. Any current roommate who vacates during the lease term where one or more roommates remain on the lease will be charged a \$350 admin fee upon move-out.  
**6. SATELLITE ADDENDUM:** Equipment is not to be installed without management written approval and cannot be attached to any building or buried in ground. Dishes must be within the confines of the patio/balcony area and not hang over railings. A charge of \$100.00 will be charged if a resident moves out leaving a satellite dish or equipment behind.  
**7. ANIMAL ADDENDUM:** Pet fees and pet rent DO NOT cover damages caused by pets. Resident is responsible for picking up and properly disposing their pet's waste. Violators will pay a \$50 pet waste fine per occurrence. Pet waste areas and trash cans are designated on the property. Pets must be on a leash when outside on the property and are restricted from common areas, pool and amenity decks. No exotic pets. The following are restricted dog breeds: Rottweilers, Chows, Dobermans, Akitas, Pit Bulls, any mix of above. The list of breed restriction will not apply to residents who obtain appropriate service animal ESA documentation. Veterinary records and pet photo required.  
**COMMUNITY RULES:** No personal gas or charcoal grills are allowed anywhere on the property. This includes storage of grills on unit patios or balconies. Residents may use provided common area grills. RVs, trailers, boats, box trucks & commercial vehicles are not permitted. Smoking is prohibited. Resident is required to provide management with the alarm code in case of an emergency.  
**9. UTILITY FEE:** A \$50 administration fee and prorated usage charge will be added for all utilities not changed to the resident's name as of move in date on the executed lease agreement.

**Signature of Parties:**

**Management**  
**HC 935M Owner LLC**

Name of Management

By: \_\_\_\_\_  
Signature of Management Representative Name

As: \_\_\_\_\_ (Job Title)

**Residents**

Ruiqi Liu (Resident Signature)

Printed Name of Resident: Ruiqi Liu

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_

**FIRE SAFETY EQUIPMENT ACKNOWLEDGMENT  
AND COMPLIANCE ADDENDUM**

**FORM VALID FOR  
GEORGIA APARTMENT  
ASSOCIATION  
MEMBERS ONLY**

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of  
☒ as Agent for the Owner of HC 935M Owner LLC  
["Community Name"] enters into this Fire Safety Equipment Acknowledgment and Compliance Addendum to the Apartment Rental Contract ["the Lease"]  
with Ruiqi Liu

Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318 ["Residents"], pertaining to  
["Address"]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 ["Date of Lease"].

1. This Addendum is part of the above Apartment Rental Contract ["the Lease"] and a violation of the Addendum is a serious lease violation, breach, or default.
2. Resident acknowledges and agrees that his or her apartment has certain fire and smoke detection, suppression, or safety devices ["fire safety equipment"]. Resident was shown the location of such fire safety equipment and instructed on how to use and test them properly. Resident received and has read the written Fire Safety Information sheet. The following fire safety equipment is in the apartment:
  - ☒ automatic water sprinkler system and heads
  - ☒ fire extinguisher
  - ☒ single station battery powered smoke detector
  - ☒ powered smoke detector system hard wired to electrical power
  - ☒ automatic door closers
  - ☒ emergency exit signs
  - ☒ emergency exit lighting
3. Resident agrees that he or she will not remove, modify, disconnect, tamper, or damage any of such equipment or devices. Resident shall immediately report to Management in writing any damages or needed repairs for such fire safety equipment. Resident agrees to make a visual inspection of all fire safety equipment in the apartment on a monthly basis for observation of any readily apparent damages, replacement, or need for repairs.
4. Resident agrees to examine all windows, doors, and exits and devise a personal safety exit plans for him or her and the Resident's occupants, family members, social guests, and invitees in the event of a fire or other emergency. Resident shall communicate the emergency escape plan and instructions on how to exit the apartment in case of a fire or emergency.
5. Resident shall examine the fire extinguisher in the apartment once per month to check the pressure gauge to determine whether it needs to be discharged or whether the retaining pin to the handle is still in place. If a pressure gauge indicates the extinguisher needs to be charged or replaced, Resident shall promptly notify Management in writing.
6. Resident shall test each single station stand alone battery powered smoke detector in the apartment once per month by manually pressing the test button on the station to see if it emits a proper warning sound. If no sound is emitted or if the station emits an improper sound, or if the station begins beeping to indicate low batteries, Resident shall immediately report the need for repair or replacement in writing to Management. Resident agrees to keep a log or written list of each date on which he or she tested the smoke detector. If Resident's apartment has smoke detectors that are part of a multiple station which is part of a hard wired electrically powered smoke alarm system, then Resident is not required to test such detectors.
7. Resident acknowledges and agrees that the fire safety equipment was present and working at the time he or she took occupancy of the apartment.
8. Resident may contact Management at any time to request assistance in performing any monthly visual inspection or testing of any fire safety equipment or to answer questions about fire safety in the apartment or apartment building.

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Owner or Management Company

Resident Ruiqi Liu

By: \_\_\_\_\_  
Signature of Management Representative

Resident \_\_\_\_\_

As: \_\_\_\_\_ (Title)

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

## FIRE SAFETY INFORMATION

### “SAFETY TIPS”

1. Never smoke in bed.
2. Locate fire exits on this floor. (Note: Do NOT consider elevators as exits.)
3. Count the number of doors to the nearest exit, and check for any possible obstructions.
4. (When applicable: Locate fire alarm pull stations on this floor.)
5. (When applicable: Locate fire extinguishers on this floor.)
6. Check any windows to see if they can be opened; if so determine how they open.
7. Keep your room key on a table next to your bed.
8. If you leave your room, keep door closed and take your key.
9. Write down the number for the local fire department and keep it next to the phone.  
THE LOCAL FIRE DEPARTMENT NUMBER IS 404-546-7000

### “IN CASE OF FIRE”

1. DON'T PANIC; remain calm.
2. Report fire to front desk or fire department as appropriate.
3. If room is smoky, get on hands and knees (or stomach) and crawl to door.
4. Feel door knob; if HOT, do NOT open door; if cool, open slowly.
5. If hallway is smoky, stay next to wall and count the doors as you crawl to exit.
6. Do NOT use any elevators.
7. Do NOT prop open doors to exit staircase.
8. Hang on to handrail and WALK DOWN exit staircase.
9. (When applicable: Pull fire alarm as you evacuate.)

### “IF YOU CANNOT LEAVE THIS ROOM”

10. Notify (or call) front desk (or manager, fire department, or other appropriate person) and let them know where you are.
11. Wet sheets, towels or clothing and stuff them in the cracks around doors and vents.
12. (When applicable: Turn on bathroom fan.)
13. Check to see if there is smoke OUTSIDE window; if NO smoke and if window can be opened, hang a sheet or light colored material outside.
14. (When applicable: Fill bathtub (or sink) with cold water for firefighting.)
15. Using ice bucket or other container, keep doors and walls wet.
16. If room is smoky, fold a wet towel in a triangle and tie over your nose and mouth; stay low.
17. Make yourself visible to rescue personnel through any window or balcony; DO NOT JUMP!
18. Keep fighting fire until help arrives; DON'T GIVE UP!

### FOR YOUR SAFETY, THIS BUILDING HAS THE FOLLOWING IF ☒ APPEARS BESIDE THE FEATURE:

- ☐ Automatic sprinkler protection in every room.
- ☒ Automatic sprinkler protection in every hallway.
- ☐ Automatic smoke detectors in every room.
- ☒ Automatic smoke detectors in every hallway.
- ☒ Fire extinguishers on every floor.
- ☒ Fire alarm pull stations at every exit.
- ☐ Pressurized staircase with self-closing doors. (NOTE: In case of fire, do NOT prop doors open.)
- ☒ Fire safety staircase with self-closing doors. (NOTE: In case of fire, do NOT prop doors open.)
- ☒ Emergency lighting and exit lights.
- ☐ Fire resistant drapery.
- ☐ An alternative fire exit to the roof. (NOTE: To be used ONLY if heavy smoke is encountered when walking DOWN the exit staircase.)

The undersigned Resident(s) acknowledges receipt of this Fire Safety Information and agrees to make this information available to any occupants, guests, invitees or visitors of Resident(s).

Resident Unit/Address #540, 935 Marietta Street NW APT 540, Atlanta, GA 30318

*Ruigi Lin*

01/07/2023

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Owner/Agent

Date

Note: Under state law Management is required to provide this information to Residents occupying buildings of three (3) or more stories.

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Liquidated Damages Addendum to the Apartment Rental Contract with Ruiqi Liu

Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318 ["Resident"], pertaining to

[Address]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 [Date of Lease] and amends Paragraph 26.

In lieu of liability for the remainder of the lease term for breach of the lease (as provided in Paragraph 26 of the Apartment Rental Contract), the parties agree that Management may re-enter the premises as provided by law, *thereby terminating the lease and terminating resident's liability for rent after the date Management obtains possession of the apartment through the end of the lease term*, and Management shall be entitled to recover liquidated damages from Resident in the amount of \$ 3060.00 [not to exceed the amount of two month's rent] as the estimated rent that will come due after management obtains possession of the apartment through either the end of the lease term or the re-letting of the apartment to another resident. Said liquidated damages is based on the average number of days that apartments in the community are vacant and take to lease or re-let as of the date of entering into this apartment rental contract.

If the resident's breach of this lease is based on failure to give a proper non-renewal notice to end the lease and vacate the premises as provided in Paragraph 6 of the Apartment Rental Contract then said liquidated damages shall not exceed the amount of one (1) month's rent.

By selecting Liquidated Damages to determine the resident's liability for rent through the remainder of the lease term, the parties agree that they have evaluated the likelihood that the apartment may remain vacant for an unspecified or undeterminable period of time based on the average length of time that it takes to ready the apartment for re-rental, re-market the same, and obtain a new resident or occupant for the remainder of the lease term. The liquidated damages are intended as a reasonable estimate of the lost rent and other costs of re-letting due to resident's breach of the lease and liability for rent as it accrues over the remaining balance of the lease term. In this respect, the liquidated damages provision shall serve to limit resident's liability for future unaccrued rents. The amount of liquidated damages, if applicable, was estimated based on the apartment community's current market rents, estimated future rents, the current occupancy rate, the expected future occupancy rate, the estimated length of time it takes to re-let an apartment in this particular apartment community's market, current economic conditions, projected future economic conditions, and the relatively short length of the lease.

Based on the above factors, the parties have estimated that it will probably take longer than the estimated number of days the apartment will remain vacant before management is able to re-let the apartment after obtaining possession due to resident's breach. Both parties agree that there are many costs involved in readying the apartment for re-letting due to the expense of turn-keying the premises, advertising, marketing, and other sales and administrative costs. The election to use a liquidated damages provision in lieu of waiting for accrual of future rents is a convenience and benefit for both management and resident as it allows management to render a prompt statement of resident's liability for unaccrued rent through the balance of the lease and it allows the resident the certainty of knowing how much he or she will owe while limiting liability for future rents. Resident acknowledges that he or she has the option of voluntarily terminating the lease as provided in Paragraph 7 in order to avoid liability for unaccrued future rents and thereby avoid liability for future rents through the remaining term of the lease.

Said liquidated damages, if elected, shall be due in addition to any rent or hold-over rent or other fees and charges which have accrued or come due during the time the resident remains in possession of the apartment or which accrues prior to the time management finally obtains possession of the apartment. Said liquidated damages are in addition to, and not in lieu of, any damages or cleaning fees exceeding normal wear and tear, unpaid utilities, and rental concession pay-backs which are due. The parties agree that the amount of lost rent and cost of re-letting are uncertain and difficult to ascertain, as the length of time it takes to re-let may vary greatly based on the above recited conditions.

By electing to use liquidated damages as the measure of resident's liability for the remainder of the lease term, management agrees to forego its right to allow the apartment to remain vacant and hold resident liable for payment of each month's rent through the remaining term of the lease or to sue the resident for each month's installment of rent as it comes due through expiration of the lease or to re-enter the premises as provided by law and re-let the same on resident's behalf while holding the resident liable for any deficiency between the contract rent and rent due through the remaining term of the lease until the re-letting. However, management reserves and retains all other remedies afforded at law or in equity, whether statutory or contractual, which are not inconsistent with the right to liquidated damages. In the event any court should determine that the liquidated damages provided for herein are unenforceable or illegal, then the court shall strike such portion of this addendum as is deemed unenforceable or illegal, and management shall be entitled to the remedy of re-entering the premises as provided by law and re-letting the apartment on resident's behalf while holding resident liable for any deficiency between the contract rent and rent received through the remaining term of the lease until re-letting of the apartment on resident's behalf.

The liquidated damages provided for herein, in the event that resident has breached the lease and failed to otherwise terminate the lease as provided by law or as provided in Paragraphs 6 and 7 of the Apartment Rental Contract, are in lieu of, not in addition to, any termination (cancellation) fee or notice fee provided for in Paragraph 7, and management is not entitled to collect any such termination (cancellation) fee or notice fee.

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Owner or Management Company

By: \_\_\_\_\_  
Signature of Management Representative

As: \_\_\_\_\_ (Title)

Ruiqi Liu

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature



Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Mixed Use Addendum to the Apartment Rental Contract with Ruiqi Liu

\_\_\_\_\_ ["Residents"],

pertaining to Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318

["Address"]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 [Date of Lease]. If any terms of the Lease and this Addendum conflict, then the terms of this Addendum shall control.

- Purpose and Acknowledgement.** Resident(s) acknowledges and agrees that the apartment community and your apartment is a mixed-use community. "Mixed use" means the community consists of both commercial businesses with retail trade and residential apartments. The commercial businesses consist of various types of business establishments, including but not limited to, restaurants, night clubs, bars, retail stores and salons.

Resident acknowledges, agree(s), and understands that Resident, his or her occupants, or social guests may be disturbed or inconvenienced by living in close proximity to the commercial businesses. These disturbances or inconveniences from the commercial businesses located within the apartment community or the surrounding area, include, but are not limited to, noise, odors, sounds, lights, music, voices, vibrations, smoke, and other disturbances at all hours of the day and night not ordinarily found in apartment communities which are solely residential.

Resident understands that close proximity of their home to the commercial businesses may result in increased sound, odor, and lighting that you would not ordinarily experience in a community that is solely residential in nature. Living in a mixed use community may not be suitable for persons who are sensitive or uncomfortable with busy levels of activity all hours of the day and night.

- Resident Has Inspected and Had The Opportunity To Inspect and Investigate The Apartment and Apartment Community for Risk of Disturbances From Commercial Businesses** Resident acknowledges and agrees that he or she has inspected and investigated the area and Resident is fully aware of the risk of disturbances and inconveniences from residing in a mixed-use community. Resident has inspected the apartment's proximity to the retail businesses and performed due diligence to include investigating the surrounding area and apartment community prior to execution of this Addendum. Resident acknowledges that he or she has fully read this addendum prior to execution and agrees the community is suitable for his or her lifestyle and expectations.

- Limitation of Owner's and Management's Liability: Waiver.** Resident expressly waives and releases Owner or Management from any liability, including but not limited to, any claim for breach of contract, negligence, diminution in value, breach of peaceful and quiet enjoyment, fitness and habitability, constructive eviction, and/or any other claim whatsoever based upon any disturbance or inconveniences from living in a mixed use community or caused by any commercial business located within or in close proximity to the apartment community. Resident understand and agrees that the rent will not be reduced as a result of any disturbance or inconvenience caused by the commercial businesses, and Resident is prohibited from vacating the premises and considering it uninhabitable as a result of any disturbance or inconvenience caused by the commercial businesses in the mixed-use community.

Resident, his or her occupants and social guests waive any and all claims against Management arising out of or in any way related to noise, odors, sounds, lights, music, voices, vibrations, smoke, and other disturbances at all hours of the day and night caused by commercial businesses within or nearby the mixed-use community.

- Merger of All Prior Statements.** All prior statements, representations or agreements pertaining to the disturbances or inconvenience of living in close proximity to the commercial businesses shall be void and unenforceable and are merged herein unless such representation is in writing and signed by all parties to this addendum and the Residential Lease Contract. If any phrase, sentence, portion, provision, or paragraph of this addendum shall be found or determined to be void or unenforceable under Georgia law, then such void or unenforceable phrase, sentence, portion, or paragraph shall be severed, and the balance or remainder of this addendum shall be upheld as valid and enforceable so as to carry out the expressed intent of the parties to this contract. The provisions of this addendum are contractual in nature and not mere recitals.

- Any Portion of Addendum Found to Be Void or Unenforceable To Be Severed and Remainder Enforced.** If any phrase, sentence, portion, provision, or paragraph of this addendum is held to be void or unenforceable, the addendum in its entirety shall be admissible in evidence in any civil lawsuit or trial with appropriate instructions as to effectiveness of the void or unenforceable portion.

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Owner or Management Company

Resident Ruiqi Liu

Resident \_\_\_\_\_

**By:** \_\_\_\_\_  
Signature of Owner or Management Company

Resident \_\_\_\_\_

**As:** \_\_\_\_\_ (Title)

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

This Mold and Mildew Addendum (the "Addendum") dated January 7, 2023 is attached to and made a part of the lease dated January 7, 2023 (the "Lease") by and between Carroll Management Group as agent for owner of the apartments ("Lessor"), and Ruiqi Liu

\_\_\_\_\_ ("Resident")  
for the unit number 540 (the "Unit") in HC 935M Owner LLC \_\_\_\_\_ apartments (the "Apartments").

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident also agrees to immediately report to the management office in writing: (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold-or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

Resident or Residents:  
(all Residents must sign here)

Ruiqi Liu

Resident's Signature

Ruiqi Liu

Resident's Name

540

Resident's Unit No.

Resident's Signature

Resident's Name

540

Resident's Unit No.

Resident's Signature

Resident's Name

540

Resident's Unit No.

Resident's Signature

Resident's Name

540

Resident's Unit No.

Resident's Signature

Resident's Name

540

Resident's Unit No.

Resident's Signature

Resident's Name

540

Resident's Unit No.

Lessor:

HC 935M Owner LLC

Owner or Agent for Owner

By: \_\_\_\_\_  
Authorized Representative

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Pet, Service, or Assistive Animal Addendum to the Apartment Rental Contract ["the Lease"] with Ruiqi Liu

["Residents"], pertaining to Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318  
[Address]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 ["Date of Lease"].

1. **Resident's Disclosure of Animal Occupancy.** Resident discloses, represents, and warrants that he or she ☐ HAS ☐ does NOT have any pets, service, or assistive animals ("Animals") at the time of taking occupancy of the apartment.

If Resident has a pet, service, or assistive animal at the time of taking occupancy of the apartment, then information describing the animals is listed below.

If Resident subsequently acquires, obtains, or brings an animal, a new animal not listed below, or a replacement animal to live or occupy the apartment after taking occupancy, then Resident agrees to sign, update, or modify this Addendum to provide additional information about the animal and obtain permission to have such animal in the apartment.

Resident acknowledges and agrees that he or she has special obligations to the animal, other residents, and Management employees when allowed to have an animal in the apartment.

No Resident is permitted to have an animal occupying the apartment or in the common areas of the apartment community without disclosing the animal and having the express written permission and approval of Management under a signed Addendum. The Resident is not allowed to add or substitute an animal without prior written consent of Management.

2. **Addendum Is Part of Apartment Rental Contract.** This Addendum is part of the above Apartment Rental Contract ["the Lease"] and a violation of the Addendum is a serious lease violation, breach, or default of the Apartment Rental Contract. If the Addendum was signed after the Resident took occupancy or signed the lease, then this Addendum shall modify and be incorporated into the above described lease.

3. **Description of Large Animals, Dogs, and Cats.** The following animals will be living in or occupying Resident's apartment:

A. Description of 1st Dog, Cat or Animal:

Animal's Name: \_\_\_\_\_  
Kind of animal (ex. - Dog, Cat): \_\_\_\_\_  
Breed (ex. - Labrador Retriever): \_\_\_\_\_  
Age of animal: \_\_\_\_\_  
Weight of animal: \_\_\_\_\_  
Color of animal: \_\_\_\_\_  
Veterinarian: \_\_\_\_\_

B. Description of 2nd Dog, Cat or Animal:

Animal's Name: \_\_\_\_\_  
Kind of animal (ex. - Dog, Cat): \_\_\_\_\_  
Breed (ex. - Labrador Retriever): \_\_\_\_\_  
Age of animal: \_\_\_\_\_  
Weight of animal: \_\_\_\_\_  
Color of animal: \_\_\_\_\_  
Veterinarian: \_\_\_\_\_

C. Description of Other Animals:

Kind of animal (ex. - Fish, Bird): \_\_\_\_\_  
Breed (ex. - Goldfish, Parakeet): \_\_\_\_\_  
Number of Animals: \_\_\_\_\_

4. **Resident's Disclosures, Representations, and Warranty that the Animal is Safe and Poses No Threat, Risk, or Harm.** Resident represents and warrants that the animals described above: are suited for living in an apartment community and do not pose a danger or threat of any kind to any person, their property, or another animal; and have never before bitten, scratched, attacked, damaged or injured another person, personal property, or other animals. Resident represents and warrants that he or she has never had a claim or lawsuit made or filed against them or any other person or business for an injury or damage caused by or related to the animals Resident will have living in the apartment or present in the common areas of the apartment community. Resident represents that the animal has had all required immunizations and shots, including, but not limited to Rabies, Parvo, Distemper, and other animal diseases and that Resident will update such immunizations and shots on an annual or other regular basis. Resident agrees and understands that Management's approval of an animal to occupy the apartment or to be present in the common areas of the apartment community is conditional upon Resident's truthful and accurate disclosure and representations and compliance with all conditions in the lease, this addendum, and the community rules and regulations. Management would not have approved the animal for occupancy but for Resident's express warranty and representations.

5. **Equal Housing Opportunity Policy.** The apartment owner and Management provide equal housing opportunity for qualified applicants and do not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, or any other legally recognized status in the State of Georgia. It is the owner's and Management's policy to provide reasonable accommodations in the apartment community's operational policies and procedures and to permit the Resident to make reasonable modifications that are necessary for the Resident and related to the disability for persons with a demonstrated disability. The Resident must request and obtain permission from the owner or management for any accommodation or modification

prior to implementing the same. In general, the cost or expense of physical modifications to the apartment or apartment community is the responsibility of the Resident, unless the applicable law requires the owner or Management to absorb or be responsible for the cost of such modifications. A Resident or occupant with a demonstrated disability is allowed to have an assistance animal to assist with the person's disability. A disabled Resident or occupant is allowed to have an assistance animal which has not been trained as a service animal unless the animal has a history of dangerous, vicious, or unsafe behavior. If the nature of the disability is not obvious or apparent or the manner in which the animal will provide assistance is not clear, Management has the right to request additional information regarding how the animal will assist with the resident's disability. The Resident does not have an absolute right to the specific accommodation or modification requested, and Management has the right to offer an substitute or alternate accommodation or modification with conditions that will provide adequate assurance for the safety, health, and well being of other Residents, occupants, social guests, invitees, and Management employees. No Additional Rent, Non-refundable Fee, or Animal Security Deposit is required from Residents or occupants who are disabled and have an approved service or assistance animal; however, the Resident is responsible for any and all damages and cleaning fees exceeding normal wear and tear caused by such animal.

6. **Additional Rent, Non-Refundable Fees, or Security Deposits for Animals.** Resident shall pay the following rent, non-refundable fees, or security deposits in connection with having an animal occupying the apartment. All such rent, fees, and deposits are in addition to those specified in the Apartment Rental Contract or other addenda; however, a disabled Resident or occupant is not required to pay any such charges, fees, or deposits for service or assist animals. None of the following rent, fees, or security deposits are applicable to disabled persons with approved service or assistive animals.

Additional Rent: Resident shall pay \$\_\_\_\_\_ per month on the first day of each month as additional rent for the animal.

Non-refundable Fee: Resident shall pay \$\_\_\_\_\_ as a one-time, non-refundable fee for occupancy of the animal in the apartment. Payment of such fee is not a security deposit, is not refundable, and does not constitute liquidated damages. Resident shall remain liable for all damages exceeding normal wear and tear to the apartment or apartment community.

Animal Security Deposit: Resident shall pay \$ 0.00 as a security deposit for fulfillment of all terms and conditions of the Apartment Rental Contract and this Addendum. Resident's Animal Security Deposit will either be protected by a Surety Bond on file with the Clerk of Superior Court in the county in which the apartment community is located or the deposit will be placed in a trust account in Bank of America [Name of Bank where deposit will be located]. The deposit shall be returned to

Resident as provided by law; however, Management shall have the right to apply the Animal Security Deposit to any rent, fees, charges, or damages due under the Apartment Rental Contract. Management is not limited to applying the Animal Security Deposit only to rent, fees, or damages pertaining to or caused by the animal.

7. **Removal of Animals that Are Distressed, Sick, Abused, Neglected, or Abandoned.** Resident shall not abandon any animal and shall use due care to maintain the health, safety, and welfare of the animal at all times. Management shall have the right to take any and all steps to remove and obtain veterinarian treatment, place the animal in protective care or shelter, or place an animal for adoption if Resident should abuse, neglect, or abandon the animal. Management shall have the right to take any steps to remove any animal that appears to be abandoned, neglected, abused, unattended, unsupervised, or causing injury or damage to any person, the apartment, the apartment community, or any personal property. Any abandoned animal shall become the property of the owner or Management for placement with a new owner. Management shall have the right to remove from the apartment and board any animal that is causing excessive noise or other behavior that disturbs the quiet enjoyment of other Residents. Management is authorized to physically pick up and remove the animal without the necessity of filing or pursuing any legal proceeding or remedy in a court of law. The Resident shall be responsible to owner and Management for all costs of care, boarding, placement, and veterinarian treatment of any abused, neglected, or abandoned animal. Resident authorizes Management to enter Resident's apartment and remove any animal which is abused, neglected, or abandoned and deliver the animal to the county animal control department, Humane Society, a veterinarian, or temporary or permanent foster home, and the apartment owner and Management shall have no liability to the Resident for removal of the animal. Management may, but is not required to, give notice to Resident of removal of the animal.
8. **Insurance and Indemnification.** Resident shall purchase and maintain a renter's insurance policy which provides a minimum of \$100,000 liability insurance for any injuries or damages caused by the animal or caused by Resident's or Resident's occupants, family members, social guests, or invitees failure to supervise, control, or maintain the health, or prevent disease in the animal through proper control, care, supervision, and immunization. Resident shall indemnify, defend, and hold harmless the apartment owner and Management from the claims of any person, business, or governmental agency for any injuries or damages caused by the animal or caused by Resident's or Resident's occupants, family members, social guests, or invitees failure to supervise, control, maintain the health, or prevent disease in the animal through proper care and immunization. The Resident shall be liable for any injuries or damages to third parties caused by the animal or caused by Resident's or Resident's occupants, family members, social guests, or invitees failure to supervise, control, or maintain the health, or prevent disease in the animal through proper care and immunization. Resident shall not allow the animal to damage any portion of the apartment or apartment community and is responsible for paying all such damages immediately upon receipt of an invoice.
9. **Animal Rules and Regulations.** The Resident shall not violate any federal, state, or local law related to ownership or possession of an animal. In addition, Resident shall follow and obey the following rules and regulations.
- A. Resident shall control and prevent the animal from excessive barking, mewing, howling, noise, or other behavior which disrupts the quiet enjoyment of other residents or disrupts Management in carrying out its day-to-day business of managing the apartment community. Resident shall not allow or permit the animal to frighten, assault, injure, bite, or attack any other person or animal.
  - B. Resident shall properly feed, water, clean, care, supervise, and provide veterinarian care for their animal at all times.
  - C. Resident may only have and keep a pet or animal that is considered a common and domesticated household animal or pet that is suitable for living in an apartment and apartment community. Examples of such animals are dogs, cats, small aquarium size fish, and small birds. Animals that are considered to be "domesticated" (such as, but not limited to, horses) but are otherwise uncommon household animals or are otherwise unsuited for apartment living are prohibited. Wild, exotic, poisonous, endangered, or prohibited species of animals are not allowed. Snakes, spiders, lizards, reptiles, and rodents are prohibited. Resident is prohibited from owning or possessing any animal of which ownership or possession is illegal under any federal, state, or local law.
  - D. Resident shall not leave the animal, dog, or cat alone, unattended, or unsupervised for more than 12 hours without water, food, and outdoor access for defecating. Resident shall not leave any animal unattended for an unreasonable period of time if the animal's age, medical condition, or health requires attention and care more frequently than every 12 hours.

- E. Resident shall not crate, cage, or keep an unattended animal, dog, or cat in a cage or crate for more than 8 hours at a time except for purposes of house training. Resident shall not crate any animal for more than 12 hours at a time without proper supervision and allowing a reasonable time out of the crate for purposes of defecation and exercise. All dogs shall be properly trained to defecate outside the apartment in approved areas of the apartment community. All cats must have a liter box that is regularly cleaned. Resident shall prevent the animal from defecating on floors, walls, doors, or the fixtures of the apartment and keep the premises in clean, sanitary, and hygienic condition.
- F. Resident must maintain all dogs and cats on a leash and shall follow all leash laws when the animal is outside of the apartment or outside of an approved and enclosed animal park, if any, specifically designated for the animals. The Resident shall maintain control over his or her animal at all times to prevent any loss, damage, or injury to the animal, to other persons, to the apartment community, or to other property. The leash used to control the animal shall not be longer than 8 feet or such other length as specified by the applicable leash law.
- G. All animals shall be properly licensed and identified with their animal's name and phone number on a collar or identification tags which are readily visible with the owner's name and phone number, regardless of whether the animal has an imbedded identification chip which can be digitally read. All dogs and cats shall have a collar or harness for attachment to a leash while outside of the apartment or while in the common areas of the apartment community.
- H. Resident shall clean, remove, and properly dispose of all animal feces in a clean and sanitary manner. Resident shall not allow animal excrement or urine to damage the apartment, apartment community, landscaping, flowers, shrubs, grass, hallways, breezeways, elevators, stairs, balconies, or patios.
- I. Resident shall use any designated areas for walking and defecating if the apartment community has specifically designated certain areas for that purpose. If no such areas are designated, then the Resident shall only use natural, un-landscaped, or wooded areas or buffers surrounding the apartment community for defecation.
- J. Resident shall not tie or tether any animal to a patio, balcony, building, fence, stake, tree, stairway, shrub, or other portion of the apartment community.
- K. Animals, other than disability service or assist animals, are not permitted in the Management, Leasing, or Business offices; laundry rooms; fitness, exercise, or spa centers; swimming pool; tennis courts; or any other recreational facilities or amenities of the apartment community.
- L. Other: **Maximum number of pets is 2. Pet fees: One-time pet fee \$400/pet and monthly pet rent \$25/pet. SEE EXTENDED SPECIAL STIPULATIONS.**

10. **Violation of this Addendum.** Any violation of this Addendum is a material breach of the lease agreement, and Management at its sole discretion may require Resident to remove the dog from the premises or immediately terminate the Apartment Rental Contract or Resident's right of possession and occupancy of the Apartment as provided in Paragraph 26 of the lease.

**Signature of Parties:**

**Owner or Management**

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Owner or Management Company

As Landlord

By: \_\_\_\_\_  
Signature of Management Representative

**Residents**

Ruiqi Liu \_\_\_\_\_ (Resident)

Printed Name of Resident: Ruiqi Liu

\_\_\_\_\_  
(Resident)

Printed Name of Resident: \_\_\_\_\_

As: \_\_\_\_\_ (Title) \_\_\_\_\_ (Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
(Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
(Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
(Resident)

Printed Name of Resident: \_\_\_\_\_



Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of  
☒ as Agent for the Owner of HC 935M Owner LLC  
 ["Community Name"] enters into this Renter's Insurance Addendum to the Apartment Rental Contract ["the Lease"] with Ruiqi Liu

540 ["Residents"], pertaining to  
 Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318  
 ["Address"]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 ["Date of Lease"].

This Addendum is incorporated by reference into said Apartment Rental Contract and shall become part of said apartment lease.

This Addendum is a continuation of Resident's contractual obligations under Par. 15 of the Apartment Rental Contract and shall supplement Resident's requirements under that Paragraph.

1. Resident must purchase and maintain a renter's insurance liability policy that provides liability insurance for negligent acts and omissions of Resident, Resident's occupants and family members which cause damage, injury, or loss to the Apartment Owner, Management, other Residents, and other social guests, visitors, invitees, vendors, and all other persons whomsoever. Renter's liability insurance provides insurance in the event Resident is responsible for negligent damage, injury, or loss which he or she causes to another person or company.
2. Resident understands and agrees that the Apartment Owner's and Management's insurance does not provide liability insurance coverage for Resident's negligent acts and omissions or damage and loss to Resident's personal property and belongings.
3. Resident agrees to purchase liability insurance in the amount of at least \$ 100000.00 and maintain such coverage throughout Resident's lease and occupancy of an apartment in the apartment community. The name of Resident's insurance carrier is \_\_\_\_\_, Policy No. \_\_\_\_\_.
4. Resident is free to choose a liability insurance carrier but must provide proof of insurance to Management prior to taking occupancy of the apartment.
5. Resident's failure to maintain liability insurance throughout the lease or occupancy of the apartment shall be a default of the Apartment Rental Contract, giving Management the right to terminate Resident's lease or right of occupancy.
6. Resident may, but is not required to, purchase property damage insurance for his or her personal property and belongings.
7. Resident shall obtain a policy endorsement which names the apartment Owner and Management as additional insured's on the renter's insurance liability policy and provide proof of the endorsement to Management at the time of signing the Apartment Rental Contract.

Signature of Parties:

Management

HC 935M Owner LLC

Name of Management

By: \_\_\_\_\_  
 Signature of Management Representative Name

As: \_\_\_\_\_ (Title)

Residents

Ruiqi Liu (Resident)

Printed Name of Resident: Ruiqi Liu

\_\_\_\_\_  
 (Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
 (Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
 (Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
 (Resident)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
 (Resident)

Printed Name of Resident: \_\_\_\_\_

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Resident's Selection of Personal Representative Due to Incapacity, Death, or Abandonment Addendum to the Apartment Rental Contract ["the Lease"] with Ruiqi Liu

\_\_\_\_\_ ["Resident"],  
pertaining to Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318  
["Address"]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 ["Date of Lease"].

Resident agrees that Management shall have the right to take action as provided in this Addendum without the necessity of a court order to obtain possession of the apartment by contacting Resident's Personal Representative to remove Resident's property in the event a Resident dies, is incapacitated, or abandoned the apartment or abandoned his personal property and belongings.

This provision shall apply if:

1. the Resident was the sole tenant occupying the apartment;
2. the Resident is deceased or incapacitated or the apartment is abandoned,
3. rent or other charges are due and unpaid; and
4. Management has not been provided notice of a court appointed legal representative or guardian for the estate or property of the Resident.

Management shall have the right to assume that no legal representative of the Resident's estate or no legal guardian exists if Management is not provided a certified copy of a legal document or court order regarding a petition for administration, no administration necessary, probate, or guardianship of the Resident's estate within 15 days of the Resident's death or incapacitation or abandonment of the apartment. Management is not required to contact or attempt to contact the legal heirs of the Resident and may rely on the Resident's authorization contained in this Addendum.

Management shall have the right to enter the apartment, remove and store Resident's personal property and possessions, or leave the personal property in the apartment.

Management may, but is not required to, contact Resident's Personal Representative specified below to take possession of Resident's personal property in the apartment, remove the property, and return possession of the apartment to Management.

Management reserves all rights at law and equity to obtain possession of the apartment by filing a dispossessory proceeding but may obtain possession as provided in this addendum. Management is not required to elect which remedy or procedure it will use to obtain possession of the apartment or dispose of Resident's personal property.

Resident authorizes Management to contact the following Personal Representative to take possession of Resident's personal property and possessions. Management may give the Personal Representative access to the apartment to remove all personal property and return possession to Management. Management shall have no liability for delivering access and possession of Resident's Personal Property to the Personal Representative upon confirmation of the Personal Representative's identity.

Neither Resident's death nor incapacity shall revoke this designation which constitutes a power of attorney coupled with an interest.

Resident hereby designates the following persons as his Personal Representative or Alternate Personal Representative to obtain possession of his personal property and possessions:

**Resident 1:**

1. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_
2. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_

**Resident 2:**

3. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_
4. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_

**Resident 3:**

5. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_
6. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_

**Resident 4:**

7. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_
8. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_

**Resident 5:**

9. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_
10. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_

**Resident 6:**

11. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_
12. Resident's Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_  
Phone: \_\_\_\_\_ E:mail: \_\_\_\_\_

**Signatures of Parties:  
Management**

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Management

**By:** \_\_\_\_\_  
Signature of Management Representative Name

**As:** \_\_\_\_\_ (Job Title)

**Residents**

*Ruiqi Liu* \_\_\_\_\_ (Resident Signature)

Printed Name of Resident: **Ruiqi Liu**

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_

\_\_\_\_\_ (Resident Signature)

Printed Name of Resident: \_\_\_\_\_



Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ as Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Service Billing Addendum to the Apartment Rental Contract with Ruiqi Liu

Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318 ["Resident"], pertaining to

[Address]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 [Date of Lease] and amends Paragraph 10 of the Apartment Rental Contract.

If the information for a Service is filled in, then that Service will be billed directly to Resident by the Service Provider. Resident is solely responsible for payment of all utilities and services provided to the Resident or Resident's apartment, and Resident gives Management a proxy or the right to select any Service Provider to the apartment. The term "Utility Provider" also includes a Service Provider. All "fees" or "charges" are non-refundable.

1. Services Are Billed as Additional Charges. The monthly rent due under the Apartment Rental Contract does NOT include charges for any services provided to the apartment unless specifically provided otherwise in the Apartment Rental Contract or this Addendum. Resident is solely responsible for paying the cost of all services and utilities as separate charges. Resident must pay for all services and utilities each month in addition to the amount of the base monthly rent. This addendum explains how the Resident will be billed for certain services by Management. Other services will be billed directly to the Resident from the service provider. Payment for services is due as additional rent.

- A. Pest Control. Pest Control will be billed ☒ to Management and then to Resident ☐ Directly to Resident by the Service Provider.  
The name of the Pest Control Provider is: Do or Die Pest Control  
The name of the Billing Provider is: Conservice
1. Method of Calculating Charges. Resident's Pro-Rata Share will be based on:  
[Check Applicable Method of Calculating Usage]  
☒ a. Actual cost; or  
☐ b. Estimated Usage Using an Allocation Formula.
2. Amount of Charges and Due Date. The amount of the monthly charge for pest control is a:  
☒ a. FIXED AMOUNT which ☒ WILL ☐ will NOT be billed in the Amount of \$ 4.00.  
☐ b. VARIABLE AMOUNT which WILL BE billed each month.  
The amount billed is due each month on the 1st day of the month; and is payable at the office of ☒ Management ☐ Independent Billing Contractor or ☐ Utility Provider named above.
3. Other Charges. Resident shall be responsible for paying the following fees in connection with this account:  
☐ a. Account Establishment Fee \$ \_\_\_\_\_  
☐ b. Monthly Administrative Fee \$ \_\_\_\_\_  
☐ c. Monthly Service Fee \$ \_\_\_\_\_
- B. Trash Removal. Trash Removal will be billed to ☒ Management and then to Resident ☐ Directly to Resident by the Service Provider.  
The name of the Trash Removal Provider is: Valet Living  
The name of the Billing Provider is: Conservice
1. Method of Calculating Charges. Resident's Pro-Rata Share will be based on:  
[Check Applicable Method of Calculating Usage]  
☒ a. Actual cost; or  
☐ b. Estimated Usage Using an Allocation Formula.
2. Amount of Charges and Due Date. The amount of the monthly charge for trash removal is a:  
☒ a. FIXED AMOUNT which ☒ WILL ☐ will NOT be billed in the Amount of \$ 30.00.  
☐ b. VARIABLE AMOUNT which WILL BE billed each month.  
The amount billed is due each month on the 1st day of the month; and is payable at the office of ☒ Management ☐ Independent Billing Contractor or ☐ Utility Provider named above.
3. Other Charges. Resident shall be responsible for paying the following fees in connection with this account:  
☐ a. Account Establishment Fee \$ \_\_\_\_\_  
☐ b. Monthly Administrative Fee \$ \_\_\_\_\_  
☐ c. Monthly Service Fee \$ \_\_\_\_\_
- C. Trash Service. Trash Service will be billed to ☒ Management and then to Resident ☐ Directly to Resident by the Service Provider.  
The name of the Trash Service Provider is: Waste Management  
The name of the Billing Provider is: Conservice
1. Method of Calculating Charges. Resident's Pro-Rata Share will be based on:  
[Check Applicable Method of Calculating Usage]  
☐ a. Actual cost; or  
☒ b. Estimated Usage Using an Allocation Formula.

2. Amount of Charges and Due Date. The amount of the monthly charge for trash service is a:  
☐ a. FIXED AMOUNT which ☐ WILL ☐ will NOT be billed in the Amount of \$\_\_\_\_\_.  
☒ b. VARIABLE AMOUNT which WILL BE billed each month.  
The amount billed is due each month on the 1st day of the month; and is payable at the office of ☒ Management ☐ Independent Billing Contractor or ☐ Utility Provider named above.
3. Other Charges. Resident shall be responsible for paying the following fees in connection with this account:  
☐ a. Account Establishment Fee \$\_\_\_\_\_  
☐ b. Monthly Administrative Fee \$\_\_\_\_\_  
☐ c. Monthly Service Fee \$\_\_\_\_\_
- D. Cable Television. Cable Television will be billed to ☐ Management and then to Resident ☐ Directly to Resident by the Service Provider.  
The name of the Cable Television Provider is: \_\_\_\_\_  
The name of the Billing Provider is: \_\_\_\_\_
1. Method of Calculating Charges. Resident's Pro-Rata Share will be based on:  
[Check Applicable Method of Calculating Usage]  
☐ a. Actual cost; or  
☐ b. Estimated Usage Using an Allocation Formula.
2. Amount of Charges and Due Date. The amount of the monthly charge for Cable Television is a:  
☐ a. FIXED AMOUNT which ☐ WILL ☐ will NOT be billed in the Amount of \$\_\_\_\_\_.  
☐ b. VARIABLE AMOUNT which WILL BE billed each month.  
The amount billed is due each month on the \_\_\_\_\_ day of the month; and is payable at the office of ☐ Management ☐ Independent Billing Contractor or ☐ Utility Provider named above.
3. Other Charges. Resident shall be responsible for paying the following fees in connection with this account:  
☐ a. Account Establishment Fee \$\_\_\_\_\_  
☐ b. Monthly Administrative Fee \$\_\_\_\_\_  
☐ c. Monthly Service Fee \$\_\_\_\_\_
- E. Internet Access Internet Access will be billed to ☒ Management and then to Resident ☐ Directly to Resident by the Service Provider.  
The name of the Internet Access Provider is: Xfinity/Comcast  
The name of the Billing Provider is: 935M
1. Method of Calculating Charges. Resident's Pro-Rata Share will be based on:  
[Check Applicable Method of Calculating Usage]  
☒ a. Actual cost; or  
☐ b. Estimated Usage Using an Allocation Formula.
2. Amount of Charges and Due Date. The amount of the monthly charge for Internet Access is a:  
☒ a. FIXED AMOUNT which ☒ WILL ☐ will NOT be billed in the Amount of \$ 65.00.  
☐ b. VARIABLE AMOUNT which WILL BE billed each month.  
The amount billed is due each month on the 1st day of the month; and is payable at the office of ☒ Management ☐ Independent Billing Contractor or ☐ Utility Provider named above.
3. Other Charges. Resident shall be responsible for paying the following fees in connection with this account:  
☐ a. Account Establishment Fee \$\_\_\_\_\_  
☐ b. Monthly Administrative Fee \$\_\_\_\_\_  
☐ c. Monthly Service Fee \$\_\_\_\_\_

2. Late Fee. A late fee shall be due on any payment which is not received by the \_\_\_\_\_ day after the payment's due date. Resident shall pay a late fee in the amount of \$\_\_\_\_\_ or \_\_\_\_\_ percent of the amount billed for any service payment which is received after its due date.

3. Additional Charges. Resident shall also pay account establishment and/or monthly service or maintenance billing fees as provided above.

4. Change of Billing Methods or Service Provider. Management shall have the right to change the method of billing or calculating service charges by giving Resident 30 day's written notice of the change. Management shall have the right to begin billing for services not previously billed. Unless provided for above, Resident is responsible for establishing and paying for any other service. Management shall have the right to designate or change the Service Provider at any time.

5. Adjustments of Bills. Management shall have the right to adjust any billing by increasing or decreasing the amounts due in subsequent months.

6. Default. Resident's failure to pay any service bill, late fee, account establishment charge, monthly administrative fee, or monthly service fee is a material breach of this addendum and the Apartment Rental Contract. Management has the right to refuse payment of any monthly basic rental amount unless also accompanied by a payment for any utility or service bill which is due or past due. Management shall have the same rights and remedies to enforce a default under this addendum as it has in the Apartment Rental Contract.

7. Disclosure. Billing and collection of fees and charges for some services may be performed on Management's behalf by an "Independent Billing Contractor" who is a third party vendor. Management will disclose the name, address, and phone number of any service billing company upon written request of Resident.



8. First Month's Pro-Rated Billing. Resident shall pay a pro-rated amount of any monthly charge based on the date Resident moved into the apartment. If the amount due is a Fixed Amount, payment shall be due at the time of signing the lease. If the amount is based on a Variable Amount Which Is Billed each month, at Management's option the pro-rated amount shall be due either along with the next month's rent or as an estimated pro-rated amount at the time of signing the lease. If Resident abandons the apartment, Resident will be responsible for all charges due through the time it takes for Management to obtain possession of the apartment. Resident agrees that any unpaid charges which remain due after vacating the apartment or delivering possession to Management may be deducted from any security deposit. If there is no security deposit then the last month's billing shall be due when billed.
9. Estimated Charges. Resident agrees that no representation or warranty has been made regarding estimated usage or charges for Variable Billing. Resident may not rely on any verbal estimate of usage or charges for any Variable Billing.
10. Service Interruption. Management is not liable for any loss or damages Resident may incur due to outages, interruptions, or fluctuations in services to the apartment unless such was directly and proximately caused by Management's negligence. Resident may not withhold rent or service payments because of an interruption in any services.
11. Access to Read Meter. If billing involves reading a meter, Resident agrees to provide Management or its Independent Billing Contractor access to the Resident's apartment, if necessary.
12. Severability. If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed, survive, and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent of the parties that Resident is responsible for payment of all services used.
13. Incorporation by Reference. The provisions of the Apartment Rental Contract are by reference incorporated herein.

HC 935M Owner LLC

\_\_\_\_\_  
Name of Owner or Management Company

Ruigi Lin  
\_\_\_\_\_  
Resident's Signature

By: \_\_\_\_\_  
Signature of Management Representative

\_\_\_\_\_  
Resident's Signature

As: \_\_\_\_\_ (Title)

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of  
☒ as Agent for the Owner of HC 935M Owner LLC  
["Community Name"] enters into this Smoke Free Addendum to the Apartment Rental Contract with Ruiqi Liu

Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318 ["Resident"], pertaining to  
[Address]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 [Date of Lease].

This addendum is a legal contract. Resident acknowledges that a violation could lead to termination of Resident's lease or Resident's right to continue living in the apartment. If Resident or someone living in or visiting the apartment is a smoker, Resident must carefully consider whether he or she will be able to abide by the terms of this contract.

**1. Resident's Disclosure of Smokers or Non-Smokers.**

- ☐ Neither Resident nor anyone else who will be living in the apartment is a smoker.  
☐ Someone who will be living in the apartment is a smoker; however, Resident agrees to follow Management's no-smoking policy.

**2. Resident Is Prohibited from Smoking Inside Any Apartment or Apartment Building.** Resident is prohibited from using all forms of lighted or burning tobacco products and smoking of tobacco products inside any apartment, apartment building, Management/Leasing office, or interior of any portion of the apartment community is strictly prohibited. The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, social guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether on the interior of the apartment community and enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents is also prohibited by this addendum and other provisions of the Lease inside any apartment or building.

**3. Resident May Be Allowed to Smoke Outside of Buildings Under Certain Conditions.** Smoking is permitted only in specially designated areas outside of the buildings of the apartment community. Other areas outside the building on the grounds or common areas may be designated as non-smoking areas by signs. Smoking is strictly prohibited in any outside areas that we designate as no-smoking either by appropriate signage or by written notice to you.

Smoking outside of apartments and apartment buildings is prohibited or allowed as follows:

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment and buildings ☐ is ☒ is not permitted.

Smoking in the following described outside and common areas or grounds ☐ is ☒ is not permitted: \_\_\_\_\_

\_\_\_\_\_

The following outside areas of the community may be used for smoking: \_\_\_\_\_

\_\_\_\_\_

Even though smoking may be permitted in certain limited outside areas, Management reserves the right to direct the Resident and Resident's occupants, family, social guests, and invitees to cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of Management, other residents, or guests.

**4. Resident's Liability and Responsibility for Damages and Cleaning.** Resident is responsible for payment of all costs and damages to the apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident or Resident's occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to Resident's violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.

**5. Resident's Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents.** Resident is responsible for payment of all lost rental income or other economic and financial damages or loss to us due smoking or smoke related damage caused by Resident or Resident's occupants, family, social guests, or invitees which results in or causes other residents illness or discomfort, causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

**6. Definition of Smoking.** Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to, any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are unlawful, noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. **Lease Termination for Violation of the Addendum.** Any violation of the no-smoking policy is a material and substantial violation of this addendum and the lease. Management has the right to terminate Resident's lease or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the lease. Despite the termination of Resident's lease or right of occupancy, Resident will remain liable for rent through the end of the lease term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Resident shall be responsible for payment of rent after he or she vacates the leased premises even though he or she is no longer living in the apartment.
8. **Extent of Resident's Liability for Losses Due to Smoking.** Resident's responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, Resident's responsibility for any other damages or loss under the Apartment Rental Contract or any other addendum.
9. **Resident's Responsibility for Conduct of Occupants, Family Members, Social Guests, and Invitees.** Resident is responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by Resident's occupants, family, social guests, and invitees.
10. **There Is No Warranty of a Smoke Free Environment.** Although Management prohibits smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that Resident's apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of the no-smoking policy is a joint responsibility which requires Resident's cooperation in reporting incidents or suspected violations of smoking. Resident must report violations of our no-smoking policy before Management is obligated to investigate and act, and Resident must thereafter cooperate in prosecution of such violations.

HC 935M Owner LLC

\_\_\_\_\_  
Name of Owner or Management Company

By: \_\_\_\_\_  
Signature of Management Representative

As: \_\_\_\_\_ (Title)

*Ruqi Lin*

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature



[THIS FORM MAY BE USED FOR SUBMETERING, ALLOCATION (RUBS), OR A COMBINATION OF SUBMETERING AND ALLOCATION. IT MAY ALSO BE USED WHEN ONLY ONE OR MORE UTILITIES ARE SUBMETERED OR ALLOCATED AND THE REST ARE BILLED DIRECTLY TO THE RESIDENT BY THE UTILITY OR SERVICE PROVIDER.]

Addendum Date: January 7, 2023 Carroll Management Group ["Management"] ☐ as Owner of

☒ As Agent for the Owner of HC 935M Owner LLC

["Community Name"] enters into this Utility Billing Addendum to the Apartment Rental Contract with Ruiqi Liu

\_\_\_\_\_ ["Resident"], pertaining to

Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318

[Address]. This addendum is part of the Apartment Rental Contract dated January 7, 2023 [Date of Lease] and amends Paragraph 10 of the Apartment Rental Contract.

**Important Disclosure Regarding Management's Right to Select the Natural Gas Marketer (Provider).** Resident (the Tenant) authorizes Management (the Landlord) to act as Resident's agent for the limited purpose of selecting the Resident's natural gas marketer; to authorize the natural gas marketer to obtain credit information on the Resident, if required by the marketer; and to enroll the Resident on the marketer's standard variable price plan for which the Resident is eligible, unless the Resident chooses another price plan for which he or she is eligible. Resident acknowledges that Management may have a business relationship with the natural gas marketer that may provide for a financial or other benefit to Management in exchange for the Resident's enrollment with the Marketer.

1. Utilities Are Billed as Additional Charges. The monthly rent due under the Apartment Rental Contract does NOT include charges for any utilities provided to the apartment unless specifically provided otherwise in the Apartment Rental Contract or this Addendum. Resident is solely responsible for paying the cost of all utilities and services as separate charges. Resident must pay for all utilities and services each month in addition to the amount of the base monthly rent. This addendum explains how the Resident will be billed for certain utilities by Management. Other utilities will be billed directly to the Resident from the utility provider. Payment for utilities is due as additional rent.

A. Electricity. Electricity will be billed ☐ to Management and then to Resident ☒ Directly to Resident by the Utility Provider.

The name of the Electricity Utility Provider is: Georgia Power

The name of the Billing Provider is: Georgia Power

1. Method of Calculating Charges. Resident's Pro-Rata Share will be based on: \_\_\_\_\_

- a. Metering; or
- b. Estimated Usage Using an Allocation Formula; or
- c. Combination of Metering and Estimated Usage Using an Allocation Formula; or
- d. Actual cost.

2. Amount of Charges and Due Date. The amount of the monthly charge for electricity is a:

- ☐ a. FIXED AMOUNT which ☐ WILL ☐ will NOT be billed in the Amount of \$\_\_\_\_\_.
- ☐ b. VARIABLE AMOUNT which WILL BE billed each month.

The amount billed is due each month on the \_\_\_\_\_ day of the month; and is payable at the office of ☐ Management ☐ Independent Billing Contractor or ☒ Utility Provider named above.

3. Common Area Usage. The Resident's pro rata share of charges for electricity ☐ DOES ☐ DOES NOT include an allocable portion of common area usage.

4. Other Charges. Resident shall be responsible for paying the following fees in connection with this account:

- ☐ a. Account Establishment Fee \$\_\_\_\_\_
- ☐ b. Monthly Administrative Fee \$\_\_\_\_\_
- ☐ c. Monthly Service Fee \$\_\_\_\_\_

B. Natural Gas. Natural Gas will be billed ☐ to Management and then to Resident ☐ Directly to Resident by the Utility Provider.

The name of the Utility Provider is: N/A

The name of the Billing Provider is: \_\_\_\_\_

1. Method of Calculating Charges. Resident's Pro-Rata Share will be based on: \_\_\_\_\_

- a. Metering; or
- b. Estimated Usage Using an Allocation Formula; or
- c. Combination of Metering and Estimated Usage Using an Allocation Formula; or
- d. Actual cost.

2. Amount of Charges and Due Date. The amount of the monthly charge for natural gas is a:

- ☐ a. FIXED AMOUNT which ☐ WILL ☐ will NOT be billed in the Amount of \$\_\_\_\_\_.
- ☐ b. VARIABLE AMOUNT which WILL BE billed each month.

The amount billed is due each month on the \_\_\_\_\_ day of the month; and is payable at the office of ☐ Management ☐ Independent Billing Contractor or ☐ Utility Provider named above.

3. Common Area Usage. The Resident's pro rata share of charges for natural gas ☐ DOES ☐ DOES NOT include an allocable portion of common area usage.
4. Other Charges. Resident shall be responsible for paying the following fees in connection with this account:
- ☐ a. Account Establishment Fee \$ \_\_\_\_\_
  - ☐ b. Monthly Administrative Fee \$ \_\_\_\_\_
  - ☐ c. Monthly Service Fee \$ \_\_\_\_\_
- C. Water/Waste Water. Water and Waste water will be billed ☒ to Management and then to Resident ☐ Directly to Resident by the Utility Provider. The name of the Utility Provider is: City of Atlanta

The name of the Billing Provider is: Conservice

1. Method of Calculating Charges. Resident's Pro-Rata Share will be based on: b
- a. Metering; or
  - b. Estimated Usage Using an Allocation Formula; or
  - c. Combination of Metering and Estimated Usage Using an Allocation Formula; or
  - d. Actual cost.
2. Amount of Charges and Due Date. The amount of the monthly charge for water and waste water is a:
- ☐ a. FIXED AMOUNT which ☐ WILL ☐ will NOT be billed in the Amount of \$ \_\_\_\_\_.
  - ☒ b. VARIABLE AMOUNT which WILL BE billed each month.
- The amount billed is due each month on the 1st day of the month; and is payable at the office of ☒ Management ☐ Independent Billing Contractor or ☐ Utility Provider named above.
3. Common Area Usage. The Resident's pro rata share of charges for water and waste water ☐ DOES ☒ DOES NOT include an allocable portion of common area usage.
4. Other Charges. Resident shall be responsible for paying the following fees in connection with this account:
- ☒ a. Account Establishment Fee \$ 20.00
  - ☒ b. Monthly Administrative Fee \$ 6.00
  - ☐ c. Monthly Service Fee \$ \_\_\_\_\_
  - ☐ d. Monthly Storm Water Fee \$ \_\_\_\_\_
  - ☐ e. Final Account Billing Fee \$ \_\_\_\_\_

2. Explanation of the Method for Metering or Allocating Utilities. Metering is based on reading of devices which actually measure the utility or service usage. Allocation is based on a formula that is tied to Resident's pro-rata estimated usage using such factors as the number of bedrooms and baths, number of persons occupying the apartment, and other factors. The Allocation formula is based on actual billing and usage by the entire apartment community or building. A combination of metering and allocation uses both methods. Allocation formulas are adjusted periodically to take into account changes in the charges by utilities to Management. Actual Cost is the amount charged for and billed for the service or utility. Resident acknowledges that management has disclosed the methodology for billing utilities and services prior to signing the Apartment Rental Contract and this Addendum.

3. Late Fee. A late fee shall be due on any payment which is not received by the \_\_\_\_\_ day after the payment's due date. Resident shall pay a late fee in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ percent of the amount billed for any utility or service payment which is received after its due date.

4. Additional Charges. Resident shall also pay account establishment and/or monthly service or maintenance billing fees as provided above.

5. Change of Billing Methods or Utility Provider. Management shall have the right to change the method of billing or calculating utility and service charges by giving Resident 30 day's written notice of the change. Management shall have the right to begin billing for services or utilities not previously billed. Unless provided for above, Resident is responsible for establishing and paying for any other service or utility. Management shall have the right to designate or change the Utility or Service Provider at any time.

6. Adjustments of Bills. Management shall have the right to adjust any billing by increasing or decreasing the amounts due in subsequent months.

7. Default. Resident's failure to pay any utility or service bill, late fee, account establishment charge, monthly administrative fee, or monthly service fee is a material breach of this addendum and the Apartment Rental Contract. Management has the right to refuse payment of any monthly basic rental amount unless also accompanied by a payment for any utility or service bill which is due or past due. Management shall have the same rights and remedies to enforce a default under this addendum as it has in the Apartment Rental Contract.

8. Disclosure. Billing and collection of fees and charges for some utilities may be performed on Management's behalf by an "Independent Billing Contractor" who is a third party vendor. Management will disclose the name, address, and phone number of any utility or service billing company upon written request of Resident.

9. First Month's Pro-Rated Billing. Resident shall pay a pro-rated amount of any monthly charge based on the date Resident moved into the apartment. If the amount due is a Fixed Amount, payment shall be due at the time of signing the lease. If the amount is based on a Variable Amount Which Is Billed each month, at Management's option the pro-rated amount shall be due either along with the next month's rent or as an estimated pro-rated amount at the time of signing the lease. If Resident abandons the apartment, Resident will be responsible for all charges due through the time it takes for Management to obtain possession of the apartment. Resident agrees that any unpaid charges which remain due after vacating the apartment or delivering possession to Management may be deducted from any security deposit. If there is no security deposit then the last month's billing shall be due when billed.

10. Estimated Charges. Resident agrees that no representation or warranty has been made regarding estimated usage or charges for Variable Billing. Resident may not rely on any verbal estimate of usage or charges for any Variable Billing.



11. Service Interruption. Management is not liable for any loss or damages Resident may incur due to outages, interruptions, or fluctuations in utilities or services to the apartment unless such was directly and proximately caused by Management's negligence. Resident may not withhold rent or utility and service payments because of an interruption in any utilities or services.
12. Access to Read Meter. If billing involves reading a meter, Resident agrees to provide Management or its Independent Billing Contractor access to the Resident's apartment, if necessary.
13. Severability. If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed, survive, and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent of the parties that Resident is responsible for payment of all utilities or services used.
14. Incorporation by Reference. The provisions of the Apartment Rental Contract are by reference incorporated herein.

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Owner or Management Company

By: \_\_\_\_\_  
Signature of Owner or Management Company

As: \_\_\_\_\_ (Title)

Resident Ruigi Liu

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_



## COVID-19 VIRUS DISCLOSURE AND WARNING FOR REOPENING APARTMENT COMMUNITY AND USE OF FACILITIES ADDENDUM

Addendum Date: **January 7, 2023**

Carroll Management Group

["Management"] ☐ as Owner ☒ As Agent for the Owner of **HC 935M Owner LLC**

\_\_\_\_\_[Community Name] enters into this Covid-19 Virus Disclosure and Warning for

Reopening Apartment Community and Use of Facilities Addendum with Resident pertaining to Apt. No. 540 located at \_\_\_\_\_

935 Marietta Street NW APT 540, Atlanta, GA 30318 [Address] with

Ruiqi Liu

\_\_\_\_\_, [“Resident”].

This Addendum is part of the Apartment Rental Contract dated **January 7, 2023** [Date of Lease].

1. Important: *Please read* this addendum before signing. This addendum pertains to the potential for exposure and infection from the Covid-19 virus that may be present in or around the apartment community and personal injuries or property loss sustained by the Resident as the result of using the facilities and amenities provided in the Apartment Community. This addendum requires the Resident to take reasonable steps for protecting his or her safety and security, and it *limits the liability* of the apartment Owner and managing agent or company *under certain circumstances* for injuries, property loss, and damages. Your signature below means that you read and understand this addendum. Although all parts of this addendum are important, please see Paragraphs 7 and 9 regarding your waiver and release of the Owner and Management of the apartment community related to certain claims.

**2. Definitions.** The term “Resident” includes all Residents who have signed this addendum and any child, minor, person, or occupant of which the Resident is the parent or legal guardian. The term “Owner” refers to the apartment ownership entity. If this addendum is signed by the Owner, then the Owner is also referred to as “Management.” If this addendum is signed by the company or persons managing the apartment community on behalf of and as the agent for the Owner, then “Management” refers to the managing agent of the owner. The terms “Owner” and “Management” include their respective general and limited partners, officers, directors, agents, employees, and shareholders or members.

The term “Covid-19 virus” refers to the widespread virus that resulted in a global pandemic and many federal, state, and local orders that declared a state of emergency and closed many businesses and facilities, directed sheltering in place.

As State and local health guidelines ("Guidelines") are issued which permit non-critical businesses to reopen to perform basic operations under certain specified conditions, Resident, Occupants, and Guests (if applicable) understand and agree to follow such guidelines when accessing, entering, or using common areas, facilities, amenities, and all places within the apartment community outside the Resident's apartment.

"Facilities and Amenities" includes, but is not limited to, all parts of the apartment community that may be used by the Resident, Occupants, Social Guests, Visitors, and Invitees and includes, but is not limited to, the business office, clubhouse, business center, fitness center, tennis courts, pool, spa, sauna, steam room, bathrooms, walking trails, grilling and picnic areas, play and recreation areas, dog park, car wash stations, tv and media rooms, entertainment areas. The term also includes any equipment for use in the area, including but not limited to, exercise and fitness equipment, and tv remote controls.

**3. Owner and Management Make No Representations, Guaranties, Covenants, or Warranties About the Safety of the Apartment Community from Possible Exposure to Covid-19 Virus.** Resident acknowledges and agrees that neither the Owner nor Management have made any verbal or written representations, guaranties, covenants, or warranties, either express or implied, that:

The apartment community or its entrances, exits, common areas, apartments, or any portion are safe or free from the Covid-19 Virus:

The neighboring community or neighborhood outside of or around the apartment community are safe or free from the Covid-19 Virus; or

Measures adopted or followed to meet governing health Guidelines when performing basic operations is, has been, or will be provided to or for Resident that will protect Resident or his property from crimes or will prevent the Covid-19 Virus from occurring in or around the apartment community.

Neither the Owner nor Management market, advertise, or make representations that the Resident or Resident's occupants, social guests, visitors, or invitees will be safe or free from the Covid-19 Virus while they are using, in, near, at, leaving, or entering any portion of the apartment community.

Although the Owner and Management will follow the state and local Guidelines to reduce exposure to the Covid-19 Virus, Resident agrees and understands such steps will not prevent exposure to the Covid-19 Virus. Exposure can occur from association to other Residents, Occupants, and Guests regardless of steps taken to comply with Guidelines issued by the federal, state or local government.

**4. Following Reopening Protocols Does Not Create an Assurance of Safety from Contracting Covid-19 Virus.** Resident acknowledges and agrees that the existence, presence, use, and adherence to the Governor's Order for minimum basic operation requirements does not constitute an implied warranty or representation from the Owner or Management that the Resident will be safe or protected from the Covid-19 Virus or that following such procedures will prevent the Resident, Occupants, and Guests from contracting Covid-19 virus in the apartment or around or near the apartment community.

Resident agrees that there is no contractual agreement of any kind that requires the Owner or Management to use or provide specific kinds of procedures in the common areas of the apartment community or inside of the leased premises of the apartment itself. Resident agrees that Owner and Management are not contractually obligated to protect or keep the Resident safe from contracting the Covid-19 virus under the wording of the lease or this addendum.

Resident agrees that the only requirements or protocols providing guidance for reopening the facilities and amenities of the apartment community are contained in the Guidelines. The Governor's Order is not a statutory enactment of the Georgia Legislature and not a common law interpretation by the Courts of Georgia.

It is Resident's responsibility to exercise due care and caution for his or her own safety at all times when using the facilities and amenities of the apartment community. Nothing contained in this addendum is intended to waive or change the Owner's duty or liability under the law with regards to keeping the premises safe. Resident acknowledges and agrees that the Owner and Management have no statutory or contractual duty to keep the common areas of the apartment community safe or free from Covid-19 virus.

Resident agrees that he or she is assuming the risk when using the facilities and amenities of the apartment community. Resident has equal or superior knowledge of the presence of the COVID-19 virus when using the facilities and amenities of the apartment community.

Resident agrees that any testimony or evidence by any person, medical expert, industrial hygienist, or other consultant that the proper operational procedures following state and local health guidelines could or would have prevented the Resident, Occupant, Social Guest, Visitor, or Invitee from contracting Covid-19 virus would be speculative in nature and cannot be used to establish liability of the Owner or Management in any premises liability claim or case pertaining contraction of Covid-19 virus on or around the apartment community.

Resident agrees that he or she shall not form an assumption at any time that he or she is safe from the Covid-19 virus at the apartment community. Resident must exercise reasonable care for his or her safety at all times to avoid contracting the Covid-19 virus by following proper protocols established by the Governor's Order, the US Center for Communicable Diseases, and other accepted medical safety standards.

**5. Limitations in the Effectiveness of Following Requirements for Minimum Basic Operational Requirements.** Resident acknowledges and agrees that the effectiveness of requirements to perform minimum basic operations and reopen the facilities and amenities around or in portions of the apartment community is limited in its effectiveness to preventing contracting the Covid-19 virus. Resident understands and acknowledges that other Residents could or may fail to follow basic acceptable standards of safety and medical hygiene that could spread the Covid-19 virus. Basic screening performed by the Owner and Management does not insure or guarantee that another Resident, Occupant, or Guest is non-contagious. Many individuals may be asymptomatic and still have the virus.

**6. Resident Has a Duty to Exercise Due Care at All Times for His or Her Safety.** Resident acknowledges and agrees that he or she has a duty at all times to exercise due care to protect and provide for his or her own safety and property from the existence of Covid-19 Virus and acts of others who may be contagious with Covid-19 Virus. Resident understands and agrees that the Owner or Management cannot and do not know who has and does not have the Covid-19 Virus. Antibody testing is not in widespread use to determine who has or has not had the virus. Testing for whether someone currently has the virus will only determine who should not be using the facilities and amenities.

Resident acknowledges and agrees that in the event Resident's family, occupants, guest, or invitees have the Covid-19 Virus, exhibit Covid-19 symptoms, a fever, or have influenza like symptoms they will refrain from using any facilities and amenities in the apartment community, quarantine, and seek appropriate medical care to prevent spread of the virus.

**7. Limitation of Owner's and Management's Liability: Neither Owner Nor Management Shall Have Liability to Resident for Damage or Injury Sustained Due to the Improper Acts of Others Who Fail to Follow local, state and federal Guidelines or Use the Facilities and Amenities While Contagious with the Virus.** Resident expressly waives and releases Owner or Management from any liability or any negligence claim based on alleged acts of other Residents, Occupants, Social Guests, Visitors, or Invitees pertaining to any condition, defect, action, or failure to act in the common areas of the apartment community to the fullest extent allowed by law, including, but not limited to, claims pertaining to alleged negligence in preventing or failing to prevent Covid-19 virus from being in the apartment or in the common areas of the apartment community.

*This Addendum and this contractual provision limit the ability of Resident to sue for or to recover civil damages from the Owner or Management for contraction of Covid-19 virus by the Resident under certain conditions.*

Resident agrees that the Owner and Management are not guarantor's of Resident's safety and agrees to waive, release, and forego any premises liability claim for personal injuries or property loss due to the negligence or intentional acts of others (*meaning someone other than management employees*), including, but not limited to, those any claim based on the Owner's duty to keep the *common areas* safe from the presence of Covid-19 virus. Resident knowingly waives and releases the Owner and Management from any claim for alleged negligence for failure to prevent the Resident from contracting the Covid-19 virus from *others*.

Resident agrees that he or she did not lease any portion of the *common areas* of the apartment community; accepted the common areas as-is; and, only leased the apartment itself. Resident's use of the common areas of the apartment community is a permissive license incidental to leasing the apartment to use the common areas as provided in the lease and community rules and other addenda. The waiver and release of liability in this paragraph does not apply to the owner or occupier of land's duties and liability under Georgia landlord and tenant law that *apply in the apartment*, as opposed to the *common areas*.

**8. Owner and Management Have No Liability for Contraction of the Covid-19 Virus from Another Source or Location.** Neither Owner nor Management shall have any liability to a Resident who contracts the Covid-19 virus from another Resident, Occupant, Visitor, Social Guest, or Invitee who is the source of infection and over which the Owner or Management have no control. Resident shall have the burden of proof to establish medical causation and legal cause in fact of the origin of any instance of any illness, death, or injury alleged to be caused the Covid-19 virus.

**9. Owner and Management Are Not Required to Provide Notices of Covid-19 Virus in the Apartment Community.** Resident acknowledges and agrees that:

Owner and Management are not required by law to provide written or verbal notices to the Resident of illness or death related to Covid-19 virus in or around the apartment community other than a notice required to be posted under the Guidelines which specify or may specify posting of a notice at certain facilities and amenities in the apartment community;

Owner's or Management's decision to provide an additional or voluntary advisory or notice of Covid-19 virus does not create a legal or contractual duty on the part of the Owner and Management to investigate or provide information to Resident regarding other instances of the Covid-19 virus that occur on the property nor to continue giving such notices in the future;

The failure to give a non-required notice of a Covid-19 virus illness that comes to Owner's or Management's attention does not breach a legal, tort, or contractual duty to provide such notices;

Resident has an affirmative obligation to perform his or her own due diligence when coming in contact with other Residents, Occupants, Social Guests, Visitors and Invitees in or around the apartment community;

Owner's or Management's failure to give notice of knowledge of or reports of other instances of Covid-19 virus does not create liability or breach a duty to Resident;

Resident's failure to follow proper medical hygiene and accepted protocols is a breach of Resident's contractual duty to exercise due care for his or her own safety and creates a defense or comparative negligence to any tort claim filed by Resident against Owner or Management.

Resident acknowledges that:

Owner and Management do not have actual or constructive knowledge of every instance of Covid-19 virus on or around the apartment community as many such instances go unreported to either the Owner or Management; and

Instances of Covid-19 virus may not be known to the Owner or Management and may be unknowable due to medical privacy considerations and asymptomatic individuals.

Resident agrees that he or she shall not form any assumption or reliance on the giving or failure of giving any notices as to whether Covid-19 virus has occurred in the apartment community. Regardless of what steps the Owner or Management take to provide notices of Covid-19 virus, such illness does and will occur in the apartment community. Resident agrees that he or she will never assume they are safe from contracting the Covid-19 virus and will exercise due care for their safety at all times.

**10. Resident Agrees to Inform Family Members, Occupants, Social Guests, Visitors, and Invitees Regarding Exercising Due Care For Their Safety From Contracting the COVID-19 Virus.** Resident has a duty and agrees to advise and notify his family, occupants, social guests, visitors, or invitees of all provisions in this addendum and warn them to exercise due care for their safety at all times from contracting the Covid-19 virus. Resident agrees to indemnify and hold harmless Owner and Management from any and all claims, losses, personal injuries, property loss, or damages to Resident's family, occupants, social guests, visitors, or invitees due to Resident's failure to advise or notify said family, occupants, social guests, visitors, or invitees of the contents of this addendum.

**11. Any Portion of Addendum Found to Be Void or Unenforceable to Be Severed and Remainder Enforced.** If any phrase, sentence, portion, provision, or paragraph of this addendum shall be found or determined to be void or unenforceable under Georgia law, then such void or unenforceable phrase, sentence, portion, provision, or paragraph shall be severed, and the balance or remainder of this addendum shall be upheld as valid and enforceable so as to carry out the expressed intent of the parties to this contract. The provisions of this addendum are contractual in nature and not mere recitals. If any phrase, sentence, portion, provision, or paragraph of this addendum is held to be void or unenforceable, the addendum in its entirety shall still be admissible in evidence in any civil lawsuit or trial with appropriate instructions as to effectiveness of the void or unenforceable portion.

**12. Merger of All Prior Statements.** All prior statements, representations or agreements pertaining to security and reopening and use of facilities due to COVID-19 shall be void and unenforceable and are merged herein unless such representation is in writing and signed by all parties to this addendum and the Residential Lease Contract.

**13. Covid-19 Virus Warning for Reopening Apartment Community and Use of Facilities and Amenities Addendum Is Incorporated by Reference into the Apartment Rental Contract.** This addendum shall be incorporated into the Residential Rental Contract between the Resident and Owner and Management and is effective and enforceable regardless of whether this addendum has been separately signed by the parties to said lease agreement. The terms and provisions contained in this addendum shall remain in effect throughout Resident's occupancy in the apartment community, and this addendum shall not be revoked in the event Resident extends the original lease, signs a renewal contract, or signs an entirely new rental contract for continued occupancy or residence in the apartment community.

**Signature of Parties:**  
**Management:**  
HC 935M Owner LLC

\_\_\_\_\_  
Name of the Owner or Management Company

\_\_\_\_\_  
By: Signature of Owner or Management Representative

\_\_\_\_\_  
Title of Owner or Management Representative Signing

**Residents:**  
Ruigi Liu  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

Addendum Date: January 7, 2023

Carroll Management Group

["Management"] ☐ as Owner of ☒ as Agent for the Owner of HC 935M Owner LLC  
 \_\_\_\_\_ ["Community Name"] enters into this Construction and Noise Disturbance

Addendum to the Apartment Rental Contract ("Lease") with Resident pertaining to Apt. No. 540 located at 935 Marietta Street NW APT 540, Atlanta, GA 30318 [Address] with

Ruiqi Liu

\_\_\_\_\_, ["Resident"].

This addendum is part of the Apartment Rental Agreement dated January 7, 2023 [Date of Lease]. If any terms of the Lease and this Addendum conflict, then the terms of this Addendum shall control. This Addendum is incorporated by reference into the Apartment Rental Contract.

- 1. Definitions.** The term “Resident” includes all Residents who have signed this addendum and any child, minor, person, or occupant of which the Resident is the parent or legal guardian. The term “Owner” refers to the apartment ownership entity. If this addendum is signed by the Owner, then the Owner is also referred to as “Management.” If this addendum is signed by the company or persons managing the apartment community on behalf of and as the agent for the Owner, then “Management” refers to the managing agent of the owner. The terms “Owner” and “Management” include their respective general and limited partners, officers, directors, agents, employees, and shareholders or members. “Common areas” include all areas outside of resident’s apartment, including but not limited to, all hallways, fitness center, pools, walkways, leasing office, and all other areas and amenities located on the property that does not include the Resident’s living space inside their apartment.
- 2. Purpose and Acknowledgment.** This Addendum releases Owner and Management from all claims arising out of the repairs, improvements, construction, renovations, or noise by any other person, including but not limited to, other tenants, contractors, construction work, deliveries, or any other third party in a resident’s apartment, on the apartment community, or in the Common areas. Resident acknowledges that the apartment community, including but not limited to, the Common areas and amenities, may currently or in the future be under construction, or in need of repair, renovations, or improvement. Any repairs, renovation, improvements, construction, or noise emanating by any contractor, resident, and/or any third-party at the apartment community, inside a resident’s apartment, or in the common areas is not actionable or considered a nuisance or a breach of contract pursuant to the Apartment Rental Contract. If construction is ongoing on or near the apartment community or in the common areas, Resident agrees that Owner and Management do not guaranty completion on a set date and time, and Owner and Management is under no obligation to complete any repairs, improvements, construction, or renovations on the property on a set date and time.

Resident acknowledges and agrees that the Resident's apartment, apartment community and the common areas may be under repair, renovation, improvement, or construction at the property causing their use to either be limited or not available.

Resident agrees that he or she did not lease any portion of the *common areas* of the apartment community; accepted the common areas and amenities as-is; and, only leased the apartment itself. Resident's use of the common areas and amenities of the apartment community is a permissive license incidental to leasing the apartment to use the common areas as provided in the lease and community rules and other addenda. The waiver and release of liability in this paragraph does not apply to the owner or occupier of land's duties and liability under Georgia landlord and tenant law that apply *in the apartment*, as opposed to the *common areas*.

- 3. Construction Areas.** Resident agrees not to enter into any construction area where repairs, renovations, improvements, or construction is being performed. By doing so, Resident assumes the risk of all liability. Entry into any construction area where repairs, renovations, improvements, or construction is being performed shall be a material breach of the lease and subject resident to immediate termination of the lease.
- 4. Acknowledgment of Noise and Disturbances.** Resident acknowledges that repairs, renovations, improvements, or construction at or near the property may create noise or other disturbances that may be an inconvenience to Resident, Resident's occupants, social guests, visitors, or invitees. These inconveniences do not excuse Resident from the obligation to pay rent, nor do they create a claim or cause of action for diminution in value, breach of lease, constructive eviction, negligence, nuisance, or any other claim whatsoever against Owner or Management.

Resident also acknowledges that other residents in the apartment community may create noise or other disturbances that may also be an inconvenience to Resident, Resident's occupants, social guests, visitors, or invitees. These inconveniences do not excuse Resident from the obligation to pay rent, nor do they create a claim or cause of action for diminution in value, breach of contract, constructive eviction, negligence, nuisance, or any other claim whatsoever against Management or the Owner. Resident agrees to look solely to the disturbing resident and not the Owner or Management.



5. **Release.** Resident agrees to waive, release, hold harmless, and forever discharge, Management and the Owner from any loss, damages, liability, or claims related to Resident's inability to use and access the common areas due to repairs, renovations, improvement, or construction on or near the apartment community, including but not limited to all noise and disturbances that arise out of repairs, renovations, improvements or construction in the apartment community. This release also includes, but is not limited to, all noise and disturbances that may occur from other residents in or around the apartment community. Resident agrees to look solely to the other resident who is creating noise or the disturbance and not the Owner or Management.

If Resident is disturbed due to noise or other disturbances from repairs, renovations, improvements, or construction on or near the apartment community, including but not limited to the common areas, or caused by another resident or third-party in the apartment community, Resident agrees that he or she is not entitled to any offset for any rental obligations, or other compensation, nor shall it be the basis for any other claim or cause of action, including but not limited to diminution in value, breach of contract, constructive eviction, negligence, nuisance, or any other claim whatsoever against the Owner or Management.

Resident covenants not to sue and acknowledges, understands, and agrees to forever waive, and release Owner and Management, its agents, owners, successors, and employees from any and all claims, including but not limited to diminution in value, breach of contract, nuisance, constructive eviction, any claim in tort, and any right to withhold rent due to the inconvenience or disturbances due to all noise, smells, or lights, including but not limited to, repairs, improvement, renovations, construction, emanating from the surrounding area or Apartment Community that disturbs the resident's quiet enjoyment of the Leased Premises, or access to Common Areas. Resident understands and agrees that this includes, but is not limited to, any noise, smells, lights, frequent resident/public events, restaurant and retailer deliveries as well as frequent trash hauling throughout the day, cooking smells, lights from parking deck and pool deck, noise from other residents, all disturbances from public access in and out of the Community, and all other disturbances that could be considered anything to disturb the Resident for any reason whatsoever.

6. **Delay of Occupancy Due to Construction, Renovation or Repair.** Resident acknowledges that the apartment may be delayed for occupancy due to repairs, renovations, improvements, or construction of the apartment, including but not limited to, the apartment or common areas. If there is a delay in delivering possession then paragraph No. 2 of the Apartment Rental Contract under Possession shall control with regards to when rent will commence.

Residents knowingly and voluntarily accepts the risks of any delay and the apartment not being ready for occupancy on the commencement date of the Apartment Rental Contract. Resident agrees that if the apartment is not ready on the commencement date of the lease due to repair, improvements, renovations, or construction it shall not constitute a willful failure to deliver possession. Resident waives, releases, and forever discharges Owner and Management from all claims, actions, or cause of action against Owner and Management relating to delays in delivering possession of the apartment.

7. **Relocation.** Resident agrees to transfer to another comparable apartment that is not affected by repairs, renovations, improvements, or construction in or around Resident's apartment if deemed necessary by the Owner or Management in their sole discretion. In the event Resident is required to transfer to another apartment, the payment of rent shall remain in full force and effect without abatement.
8. **Merger of All Prior Statements.** All prior statements, representations or agreements pertaining to the repairs, improvements, renovations, and construction and relating to noise shall be void and unenforceable and are merged herein unless such representation is in writing and signed by all parties to this addendum and the Residential Lease Contract.
9. **Any Portion of Addendum Found to Be Void or Unenforceable To Be Severed and Remainder Enforced.** If any phrase, sentence, portion, provision, or paragraph of this addendum shall be found or determined to be void or unenforceable under Georgia law, then such void or unenforceable phrase, sentence, portion, provision, or paragraph shall be severed, and the balance or remainder of this addendum shall be upheld as valid and enforceable so as to carry out the expressed intent of the parties to this contract. The provisions of this addendum are contractual in nature and not mere recitals. If any phrase, sentence, portion, provision, or paragraph of this addendum is held to be void or unenforceable, the addendum in its entirety shall still be admissible in evidence in any civil lawsuit or trial with appropriate instructions as to effectiveness of the void or unenforceable portion.

**Management:**

HC 935M Owner LLC

\_\_\_\_\_  
Name of Owner or Management Company

By: \_\_\_\_\_  
Signature of Owner or Management Company Representative

As: \_\_\_\_\_  
Title of Owner or Management Company Representative Signing

**Resident or Residents:**

*Ruigi Liu*  
\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

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Resident's Signature

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature





- 5. Merger of All Prior Statements.** All prior statements, representations or agreements pertaining to the payment of the security deposit and any payment plan or option shall be void and unenforceable and are merged herein unless such representation is in writing and signed by all parties to this addendum and the Residential Lease Contract.
- 6. Any Portion of Addendum Found to Be Void or Unenforceable To Be Severed and Remainder Enforced.** If any phrase, sentence, portion, provision, or paragraph of this addendum shall be found or determined to be void or unenforceable under Georgia law, then such void or unenforceable phrase, sentence, portion, provision, or paragraph shall be severed, and the balance or remainder of this addendum shall be upheld as valid and enforceable so as to carry out the expressed intent of the parties to this contract. The provisions of this addendum are contractual in nature and not mere recitals. If any phrase, sentence, portion, provision, or paragraph of this addendum is held to be void or unenforceable, the addendum in its entirety shall still be admissible in evidence in any civil lawsuit or trial with appropriate instructions as to effectiveness of the void or unenforceable portion.

**Management:**

**HC 935M Owner LLC**

\_\_\_\_\_  
Name of Owner or Management Company

By: \_\_\_\_\_  
Signature of Owner or Management Company Representative

As: \_\_\_\_\_  
Title of Owner or Management Company Representative Signing

**Resident or Residents:**

*Ruigi Lin*  
\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

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Resident's Signature

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Resident's Signature

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Resident's Signature

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Resident's Signature

## PHOTO, VIDEO AND STATEMENT RELEASE ADDENDUM

I hereby grant permission, without payment to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos and videos will become the property of 935M and CARROLL and will not be returned.

If any minor occupant(s) are named within the lease agreement, I certify that I am the parent or legal guardian of the minor occupant(s), and without payment agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproduction including web-based publications.

I hereby irrevocably authorize 935M and CARROLL to edit, alter, copy, exhibit, publish, or distribute these media for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the 935M and CARROLL from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I understand I have the right to revoke my consent to the use of my name, picture, video, written comments or statement of any minor occupants, by written notice to us.

Resident Signature: Ruigi Liu

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Management Signature: \_\_\_\_\_

Date: \_\_\_\_\_