

## LEASE FOR RESIDENTIAL PROPERTY

For and in consideration of Ten Dollars (\$10.00), the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord and the undersigned Tenant do hereby agree as follows:

**A. PRIMARY TERMS** The primary terms of this lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises identified herein on this date of October 24, 2022 the terms and conditions of which are set forth as follows:

<b>1. Name of Landlord:</b> <u>SFR XII NM ATL Owner 1, L.P.</u> ("Landlord") <b>Name of Tenant(s):</b> <u>Xena Brown, Dalton Wade, Curtis Wade Jr</u> ("Tenant") <b>Property Address:</b> <u>2657 Artillery Point Sw, Marietta, GA 30064</u> ("Premises")
<b>2. Lease Start Date:</b> <u>October 26,2022</u> <b>Last Day of Lease (Lease End Date):</b> <u>October 31,2023.</u> Tenant may terminate this Lease without penalty if possession is not granted within <b>15</b> days after the Lease Start Date ("Approved Delay Period")
<b>3. Rent:</b> Tenant shall pay monthly rent of <u>\$2695.00</u> <b>Rent Shall Be Payable To</b> <u>Excalibur Homes, LLC (Manager)</u> <b>and delivered to</b> <u>2855 Marconi Dr. #310 Alpharetta, GA 30005</u> ("Rent Payment Address") <b>Form of Payment:</b> Tenant may pay rent by Personal checks, certified checks, or money orders delivered to Rent Payment Address. Tenant can pay by Auto-debit (Free) or make one time payments through Manager's portal for a fee of \$10.00 per payment. Tenant may pay by credit card through Manager's portal which will include a convenience fee of 3.5% to offset the merchant services fees charged by the credit card companies. For security purposes Cash is not accepted. Any of these options may be discontinued by Landlord subject to paragraph B.4. for payments returned by the bank as unpaid or credit card transactions which are reversed.
<b>4. Due Date for Rent:</b> Rent shall be paid no later than by the 11:59 p.m. on the 5th day of the month ("Due Date"). Rent paid after the Due Date shall be late and must include additional rent of 10% of the monthly rental rate ("Additional Rent for Late Payment") and must be paid by: <b>Certified Check, Money Order or Credit Card.</b> <b>Service Charge: \$50.00 ("Service Charge")</b> for all dishonored checks OR rejected electronic (ACH) payments.
<b>5. Notice Not To Renew:</b> A party electing not to renew the Lease is required to provide the other party <b>60</b> days notice to terminate this Lease including month to month terms. Otherwise, the Lease will automatically renew.
<b>6. Security Deposit:</b> Tenant shall have the option to pay <b>Excalibur Homes, LLC</b> (Holder) a security deposit of <b>\$2695.00</b> or <b>Tenant may elect to participate in a security deposit insurance program as described in the Security Deposit Lease Addendum attached hereto and made a part hereof and provides Landlord with insured coverage for the same dollar amount after the application of all deductibles, costs and fees.</b> If the tenant elects to pay the security deposit , it will be held in Escrow Account at <b>JP Morgan</b>
<b>7. Non-Refundable Administrative Fee Paid by Tenant:</b> <u>\$ 200.00.</u>
<b>8. Re-Key Fee Paid by Tenant upon Lease Termination:</b> <u>\$50.00 per lock/cylinder. A handset and a deadbolt equals 2 locks.</u>
<b>9. Utilities</b> provided by Landlord include those checked here: <b>None</b>
<b>10.Lawn &amp; Exterior Maintenance:</b> <u>Tenant</u> shall maintain the lawn per Paragraph B.10. with the following exception(s):
<b>11.Use:</b> Only the following people are authorized to occupy the Premises: <u>Xena Brown, Dalton Wade, Curtis Wade Jr</u>
<b>12.Propensity of Flooding:</b> Premises has not flooded three (3) times within the past five (5) years.
<b>13.Pets:</b> Tenant <b>Shall</b> be allowed to keep pets on the premises. If pets are allowed a separate pet exhibit must be attached hereto and incorporated into this Lease.
<b>14.Smoking:</b> Tenant shall not be allowed to smoke within the Premises.
<b>15.Pest Control:</b> Pest Control, as defined in the Lease, shall be the responsibility of and paid for by <u>Tenant</u>
<b>16.No Subletting.</b> No subletting of any kind including, but not limited to, nightly rental services such as AIRBNB.com VRBO.com, or home exchange services such as HomeExchange.com. All occupants of the Premises must be identified in this Lease.
<b>17.The Appliances listed are provided by Landlord and will be maintained or repaired by Landlord:</b> <b>Dishwasher,Microwave (Built In),Range - Free Standing,Refrigerator</b>
<b>18.Lead Based Paint:</b> Premises <b>Was Not</b> built prior to 1978. Tenant has received a copy of the <b>Protect Your Family From Lead in Your Home</b> pamphlet.
<b>19.Liquidated Damages:</b> Tenant shall immediately pay Landlord liquidated damages in the amounts set forth below for the

<p>following:</p> <p><b>A. To Halt a Dispossessory Action Against Tenant: <u>\$300.00.</u></b></p> <p><b>B. Each Time Tenant Denies Access to the Premises to Landlord and Landlord's Contractors and Representatives: <u>\$75.00.</u></b></p> <p><b>C. For Each Day Tenant Keeps an Unauthorized Pet in the Premises: <u>\$75.00.</u></b></p> <p><b>D. For Smoking or Permitting Unauthorized Smoking in the Premises: <u>\$300.00.</u></b></p> <p><b>E. To Reconnect Any Utility Which Has Been Disconnected by Tenant without Landlord's Permission in Violation of This Lease: <u>\$200.00.</u></b></p>	
<p><b>20. Early Termination by Tenant:</b> Tenant <b>Shall</b> have the right to terminate this Lease early. If Tenant has a right to terminate the Lease early, Tenant must:</p> <p><b>A.</b> Give Landlord no less than <b>60</b> days prior notice of the termination.</p> <p><b>B.</b> Pay <b><u>an amount equal to one month's rent as Liquidated Damages.</u></b></p> <p><b>C.</b> Pay an Early Lease Termination Administrative Fee of <b><u>\$500.00.</u></b></p>	
<p><b>21. Early Termination by Landlord:</b> Landlord shall have the right to terminate this Lease early by giving Tenant <b>60</b> days notice of Landlord's decision to terminate the Lease early. Upon such termination, Landlord shall pay Tenant <b><u>an amount equal to one month's rent as liquidated damages</u></b> ("Early Termination Fee to Tenant").</p>	
<p><b>22. Holding Over:</b> The daily rate for holding over beyond the term or termination of the Lease is <b><u>\$300.00 per day.</u></b> ("Holding Over Rate").</p>	
<p><b>23. Fee to Prepare Lease Amendment: <u>\$50.00</u></b></p>	
<p><b>24. Renewal Term:</b> The Lease <b>Shall Not</b> automatically renew for an additional <b>12</b> months (referred to as a "Renewal Term") or <b>Shall</b> renew on a month to month basis with all other terms and conditions of the Lease remaining the same including, but not limited to, the number of days notice required to terminate the Lease referenced in paragraph A.5.. If the Month to Month option is selected, then the language below regarding the "Automatic Renewal" of the Lease is not applicable.</p> <p><b>Automatic Renewal:</b> Upon the first day of the calendar month following the initial Lease End Date, and every <b>12</b> months thereafter. Either Landlord or Tenant may terminate this Lease upon at Least <b>60</b> days notice ("Notice Not to Renew") to the other party prior to the commencement of the Renewal Term. After the expiration of <b>2 (two)</b> Renewal Terms, the Lease shall automatically become a month-to-month Lease if not otherwise terminated. Regardless of whether the lease is month to month or during an extended term, either party must provide the other party at least <b>60</b> days notice of their intent to terminate the lease. All other terms and conditions of this lease will remain in effect. Should Landlord provide Tenant with notice, at least <b>60</b> days in advance of the expiration date of the lease, of a change in the rental rate, Tenant must acknowledge and accept the change in the rental rate or provide Landlord with notice at least <b>45</b> days prior to the end of the current lease term that Tenant intends to terminate the lease and vacate the property . Should Tenant not respond to the Landlord's notice to the change in the rental rate, then this Agreement will continue on a month to month basis at a rental rate of <b><u>\$</u></b> per month and may be terminated by either Party upon <b>60</b> days notice ("Notice Not to Renew").</p>	
<p><b>25. Leasing Broker is N/A and is:</b></p>	<p><b>Listing Broker is <u>Excalibur Homes, LLC</u> and is:</b></p> <p><b>Representing Landlord as client.</b></p>
<p><b>26. Material Relationship Disclosure:</b> Broker and/or their affiliated licensees disclose the following material relationships: <b><u>None.</u></b></p>	
<p><b>27. Authorized Agent Disclosure:</b> The name and address of the Owner of record of the Premises or the person authorized to act for and on behalf of the Owner for the purpose of serving of process and receiving demands and notices is as follows:</p> <p><b><u>Landlord, as named above, in care of Excalibur Homes, LLC, 2855 Marconi Dr, Suite 310, Alpharetta, GA 30005 .</u></b></p> <p><b>Manager:</b> The name and address of the person authorized to manage the Premises and Property is as follows:</p> <p>Brokerage Firm: <b><u>Excalibur Homes, LLC, 2855 Marconi Dr, Suite 310, Alpharetta, GA 30005</u></b> (hereinafter "Manager").</p>	

## B. CORRESPONDING PARAGRAPHS

- 1. Agreement to Lease.** The Parties agree to enter into this Lease for the Premises which may be further described in Exhibit "A". The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (1) all rules, regulations and covenants applicable thereto; and (2) the common areas being reduced, modified, altered or being made subject to further use restrictions by Landlord or any community association responsible for the same.

2. **Term and Possession.** If Landlord is unable to deliver possession of Premises on the Start Date, rent shall not begin until possession is granted. If possession is not granted by the end of the Approved Delay Period, Tenant may, by giving notice to Landlord, terminate this Lease in which event Landlord shall promptly refund all rent and deposits to Tenant (see A.2.). Neither Landlord nor Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.
3. **Rent.** Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term (see A.3.) to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing). If the Start Date or the Ending Date is on the second day through the last day of any month, the rent charge shall be prorated for that month. Tenant is required to pay an amount equal to one full month's rent upon taking possession of the Premises. Tenant will pay the prorated rent charge on the first day of the next calendar month following the Lease Start Date. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord.
4. **Due Date, Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the Due Date shall be late (see A.4.). Landlord may, but shall have no obligation to, accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks or Electronic Funds Transfers (EFT) from Tenant after one or more of Tenant's personal checks or EFT payments have been returned by the bank unpaid.
5. **Notices.** Either Party must provide the other Party the number of days notice described in paragraph A.5. of their intent to terminate this Lease.
- A. All Notices Must Be In Writing.** All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination or vacating and other notices, required or permitted hereunder shall be in writing and signed by the party giving the notice.
- B. Method of Delivery of Notice.** Subject to the provisions herein, all notices shall be delivered either: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, pre-paid return receipt requested.
- C. When Notice Is Deemed Received.** Except as may be provided herein, a notice shall not be deemed to be given, delivered or received until it is actually received. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent.
- D. Certain Types of Signatures Are Originals.** A secure electronic facsimile signature shall be deemed to be an original signature for all purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the same if the e-mail is sent from the e-mail address of that party and is signed with a "secure electronic signature" as that term is defined under Georgia Law. Secure digital signatures, from services such as DocuSign, will also be treated as original signatures.
6. **Security Deposit.**
- A. Move-In:** Prior to Tenant tendering a Security Deposit, Landlord shall provide Tenant with a comprehensive list of any existing damages to Premises. Prior to taking occupancy, Tenant will be given the right to inspect Premises to ascertain the accuracy of the form. Both Landlord and Tenant shall sign the form and Tenant shall be entitled to retain a copy of the form. Tenant acknowledges that Tenant has carefully inspected the Premises, is familiar with the same and that the Premises are in a good and habitable condition.
- B. Deposit of Same:** Holder of the Security Deposit ("Holder") shall deposit the Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the Premises, the Security Deposit may be deposited in a general account, and it will not be segregated and will be co-mingled with other funds of Holder.
- All interest earned on the above-referenced account shall belong to the Holder. Holder shall have the right to change the bank in which the Security Deposit is held upon notice to Landlord and Tenant, provided that the type of account remains the same. Landlord shall have the right upon fourteen (14) days prior notice to Holder and Tenant to change the Holder of the Security Deposit and / or the bank account into which the Security Deposit is deposited; provided that the new Holder designated by Landlord is a licensed Georgia Real Estate broker and the bank account into which the Security Deposit is deposited into is an Escrow/Trust Account. (see A.6.)
- C. Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Agreement of the same. Tenant shall have three (3) banking days

after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.

**D. Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Agreement or the surrender of Premises by Tenant, whichever occurs last (hereinafter "Due Date"); provided that Tenant meets all of the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises or the Property except for normal wear and tear or damage noted at the commencement of the Lease in the Move-In Move-Out Inspection Form signed by Landlord and Tenant; and (6) all keys to the Premises and to recreational or other facilities, access cards, gate openers and garage openers have been returned to Landlord or Manager.

**E. Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property other than normal wear and tear caused by Tenant, Tenant's household, or their invitees, licensees and guests; (2) unpaid rent, utility charges or pet fees; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; (5) late fees and any other unpaid fees, costs and charges referenced herein; (6) a fee to rekey the locks either upon the termination of the Lease or to replace any mailbox keys or access cards not returned by Tenant at move out; and (7) any other costs and expenses resulting from Tenant's violation of this Lease.

**F. Move-Out Statement:** Holder shall provide Tenant with a statement ("Move-Out Statement") listing the exact reasons for the retention of the Security Deposit or for any deductions there from. If the reason for the retention is based upon damage to Premises, such damages shall be specifically listed in the Move-Out Statement. The Move-Out Statement shall be prepared within three (3) banking days after the termination of occupancy. If Tenant terminates occupancy without notifying the Holder, Holder may make a final inspection within a reasonable time after discovering the termination of occupancy. Tenant shall have the right to inspect Premises within five (5) banking days after the termination of occupancy in order to ascertain the accuracy of the Move-Out Statement. If Tenant agrees with the Move-Out Statement, Tenant shall sign the same and include the address to which any Security Deposit refund should be mailed. If Tenant refuses to sign the Move-Out Statement, Tenant shall specify in writing, the items on the Move-Out Statement with which Tenant disagrees within three (3) banking days. For all purposes herein, a banking day shall not include Saturday, Sunday or federal holidays.

**G. Delivery of Move-Out Statement:** Holder shall send the Move-Out Statement, along with the balance, if any, of the Security Deposit, to Tenant on or before it is due under state law. The Move-Out Statement shall either be delivered personally to Tenant or mailed to the address listed by Tenant on the Move Out Inspection or the last known address of Tenant via first class mail. If the letter containing the payment is returned to Holder undelivered and if Holder is unable to locate Tenant after a reasonable effort, the payment shall become the property of Landlord ninety (90) days after the date the payment was mailed.

**H. Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to) upon notice to all parties having an interest in the Security Deposit, interplead the funds into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

**7. Administrative Fee.** Upon completion of the Move In Inspection and payment of funds required to move in, Tenant shall pay Manager the non-refundable Administrative Fee (see A.7.).

**8. Re-Key Fee.** Upon vacating the Premises Tenant agrees to return all keys for Property in Tenant's possession. If keys for the Property are not returned on or before the day the move out inspection is performed, Tenant agrees to pay the fee to rekey the locks which secure the Property per the fee described in Section A. If not also returned, Tenant will owe the actual cost to replace any mailbox key, pool key/fob, gate key/fob or any other devices issued by the neighborhood association related to the Property.

**9. Utilities.** Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the completion of the Move-Out Inspection. Should Tenant disconnect the utilities prior to the Move-Out Inspection, thereby interfering with Landlord's ability to perform a complete inspection, Tenant agrees to pay to Landlord the Utility Connection Fee as liquidated damages (see A. 19.E.). In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant

shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.

- 10. Lawn and Exterior Maintenance.** The party maintaining the lawn (see A.10.) shall keep the lawn mowed and edged, beds and lawn free of weeds, mulch and pine straw laid and refreshed, shrubs trimmed, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and fall leaf season) and shall keep the Premises, including the yard, lot, grounds, walkways and driveway clean and free of rubbish, trash and debris. Landlord shall be responsible for any other maintenance of the Premises as required by O.C.G.A. 44-7-13. If Landlord sends Tenant a notice regarding lawn care in writing, and Tenant fails to correct the issues cited by Landlord within 5 days of notification, Landlord may send a contractor to perform the work required and Tenant agrees to pay the resulting invoice from the contractor within eight (8) days of receipt of the invoice.
- 11. Use.** Premises shall be used for residential purposes only and shall be occupied only by those persons listed in this Agreement (see A.10.). Premises and Property shall be used by Tenant and Tenant shall cause all occupants, guests, licensees and contractors of Tenant to use the Premises and Property in accordance with this Lease all federal, state, county, and municipal laws and ordinances. Tenant agrees any violation or noncompliance of the above resulting in fines being imposed against Landlord or Broker shall be the financial responsibility of and immediately paid by the Tenant to Landlord as Additional Rent. Tenant shall be responsible for ensuring that Tenant and members of Tenant's household and their respective invitees, licensees, contractors and guests comply with the Rules and Regulations marked below and not engage in any activity while on Property or in Premises that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicted for an unlawful activity occurring on Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may, but shall not be obligated to, terminate this Lease upon notice to Tenant. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.
- 12. Propensity for Flooding.** When the owner of real property, either directly or through an agent, seeks to lease or rent that property for residential occupancy, prior to entering a written agreement for the leasehold of that property, the owner shall, either directly or through an agent, notify the prospective tenant in writing of the property's propensity of flooding if flooding has damaged any portion of the living space covered by the lease or attachments thereto to which the tenant or the tenant's resident relative has sole and exclusive use under the written agreement at least three times during the five-year period immediately preceding the date of the lease. This disclosure is made in paragraph A.12. above.
- 13. Pets.** No pets are allowed or shall be kept in the Premises or on the Property unless a separate pet exhibit is attached to and incorporated into this Lease (see A.13.).
- 14. Smoking.** Premises shall be a smoke free zone and smoking shall not be permitted therein unless specifically authorized in a special stipulation below.
- 15. Pest Control.** Landlord will be responsible for termite and rodent control. The party responsible for pest control (see A.15) all be responsible for addressing any problems with ants, cockroaches, spiders and other insects). Tenant shall be responsible for the immediate treatment of any bed bugs in the Premises by a licensed Georgia pest control operator and the immediate removal of any mattresses, bedding, clothing and other similar items that may contain bed bugs or bed bug larvae.
- 16. No Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Tenant is specifically prohibited from offering all or part of the Premises for short-term rental such as through AirBnB, VRBO, or other such sites or programs, regardless of any local laws that may be or have been enacted. on-line postings as well as actual rentals of the Premises to vacation or short-term guests shall constitute a material breach of this Agreement. Any person who is not a Tenant, as defined herein, who occupies any portion of the Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is NOT a guest, and such occupancy constitutes unauthorized subletting or assignment which is a substantial and material breach of this Agreement.
- 17. Appliances.** Only the appliances listed in A. 17. (above) will be maintained or repaired by Landlord. Tenant acknowledges that Tenant has inspected these appliances and that the same are in good working order and repair. If any of these appliances are damaged, destroyed, or removed by the actions of Tenant, including misuse or negligence, Tenant will be responsible for all costs of repair or replacement. Any appliances left at the Property not listed in A. 17. are being left for the convenience of the tenant but these appliances will not be repaired or maintained by Landlord.

- 18. Lead-Based Paint.** For any Premises built prior to 1978, Tenant acknowledges that Tenant has received and read the Protect Your Family From Lead in Your Home, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA's Renovate Right brochure (<http://www.epa.gov/lead/pubs/renovaterightbrochure.com>).
- 19. Liquidated Damages.** It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages are not intended as a penalty and are not a penalty (see A.19.).
- A. Liquidated Damages to Halt Dispossession Action.** Landlord can file a dispossession action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossession action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the amount specified in this Paragraph A.19.A. of this Lease to halt the dispossession action as additional rent along with all other amounts paid to halt the dispossession action.
- B. Denial of Access, Right of Access, Signage.** Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access Premises or Property to inspect, repair, and maintain the same and/or to show the Premises and Property to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Property and Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last 90 days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay the amount specified in Paragraph A.19.B above.
- C. Unauthorized Pet Charge.** Except for those Pets authorized by a Pet Addendum attached to this lease (if applicable), no other animals are authorized to be on the Property. This includes, but is not limited to, animals which belong to guests or animals which are only staying temporarily. Should Landlord or Manager ever witness an unauthorized animal on the Property, for as little as one second, Tenant agrees to pay Landlord the liquidated damages specified in Paragraph A.19.C. for each day the unauthorized animal is on the Property. Landlord will make reasonable accommodations for service and/or emotional support animals.
- D. Unauthorized Smoking within Premises.** Many people are very sensitive to the smell of smoke whether cigarette, cigar, or any other substances and removing smoke odor is costly. If Tenant is NOT authorized to smoke within the Premises, per paragraph A.9. above, and Landlord or Manager note that smoking has occurred within the Premises, Tenant agrees to pay Landlord the liquidated damages as specified in Paragraph A.19.D.
- E. Utility Connection Charge.** In order for Landlord or Manager to perform an accurate move out inspection, utilities to the Premises need to be on. Should Tenant disconnect the utilities prior to the Move-Out Inspection, thereby interfering with Landlord's ability to perform a complete inspection, Tenant agrees to pay to Landlord as liquidated damages the amount set forth in paragraph A.19.E above.
- 20. Early Termination by Tenant.**
- A. Right to Terminate Early:** Tenant shall have the right to terminate this Lease Agreement early only if (1) Tenant has expressly been given the right to terminate the Lease Agreement early as provided elsewhere herein (see A.20); (2) Tenant is not in default hereunder at the time of giving notice; (3) Tenant has strictly complied with all of the provisions of this paragraph; and (4) termination is as of the last day of a calendar month. If **ALL** of these conditions have been met, Tenant may terminate this Lease by following the procedures set forth in the Early Termination by Tenant paragraph and returning the Premises to a clean and rent ready condition, ordinary wear and tear excepted (see A.20.). Any notice for early termination must be signed by all Tenants. Tenant's election of early termination shall not relieve Tenant of responsibilities and obligations regarding damage to Premises and/or Property. Tenant may not apply the security deposit toward the payment of any of Tenant's financial obligations set forth in this Early Termination by Tenant paragraph.
- B. No Right of Early Termination:** Unless otherwise expressly provided for elsewhere herein (see A.20), Tenant shall not have the right to terminate this Lease early.
- C. Military Activation:** Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; then and in that event, this Lease shall be controlled by the Service members' Civil Relief Act of 2003 as amended in 50 U.S.C.A. § 50-534 and O.C.G.A. § 44-7-22.
- D. Active Military:** If Tenant is on active duty with the United States military and Tenant or an immediate family member of Tenant occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a

period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed: (1) thirty (30) days rent after Tenant provides a copy of the Orders to Landlord and gives notice under this section; and (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant. If Tenant is active military and presents to Landlord a copy of official orders of transfer to another military location, then and in that event, items b. and c. referenced on the first page under Early Termination by Tenant, shall not apply, as set forth in O.C.G.A. § 44-7-22.

**E. Victim of Domestic Abuse:** Notwithstanding any provision to the contrary contained herein, if Tenant receives a "Civil family violence order" or a "Criminal family violence order" as defined in O.C.G.A. § 44-7-23, and Tenant provides Landlord with a copy of said order, then and in that event, Tenant shall be required to give Landlord the notice to terminate early set forth elsewhere herein but shall have no obligation to pay an Early Lease Termination Administrative Fee or additional rent other than for thirty (30) days after Tenant gives notice under this section.

**21. Early Termination by Landlord.** Tenant agrees that Landlord may terminate the Lease prior to the lease expiration date and Tenant agrees to vacate the Premises if the following conditions are met:

- A.** Landlord gives Tenant sixty (60) days written notice to vacate (Tenant shall still owe rent through the sixty (60) day notice period); and
- B.** Landlord pays to Tenant the Early Termination Fee to Tenant as liquidated damages for disturbing Tenant's quiet enjoyment of the Premises and for the inconvenience of moving early. This credit will be applied to the Tenant's account at the time the Tenant vacates the Premises and shall be included with any applicable security deposit refund. The foregoing shall not relieve the Tenant of his or her responsibilities and obligations regarding any damage to the Premises. Notwithstanding any provision to the contrary contained herein, Landlord shall owe no early termination penalty to Tenant if Landlord's early termination is due to a default under this Lease by Tenant or the Premises becoming uninhabitable due to an event of destruction as set forth in the paragraph labeled "Destruction of Premises" of this Lease

**22. Holding Over Fee.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the expiration or termination of this Agreement, Tenant shall pay Landlord the per day Holding Over Rate for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same. The increased rent during such holding over is intended to partially compensate Landlord for losses, damages, and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant or to sell the Property. If Landlord loses a prospective tenant or buyer because Tenant fails to vacate the Property upon the expiration of the Lease, Tenant will be liable for such monetary damages as Landlord can prove because of Tenant's wrongful failure to vacate.

**23. No Subletting/Lease Amendment.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein. Should Landlord consent to modifying the Lease, Tenant agrees to pay Manager the Lease Amendment Fee per paragraph A.23. Tenant understands that the original move in inspection will still be used upon the termination of the modified lease to determine the amount of any damages, if applicable, to the Premises or Property.

**24. Renewal Term.** Either party may terminate this Lease at least 60 days prior to the Lease End Date by giving the other party the Notice Not to Renew Lease Term. If neither party gives the Notice Not to Renew Lease Term, the Lease will automatically renew. The additional renewal term shall begin on the first day following the end of the preceding term unless either party gives at least 60 days written notice to the other prior to end of the then current term of that party's decision to terminate the Lease at the end of the current term. If this Lease has not been terminated during the final renewal term, this Lease will continue on a month to month basis until the same is terminated in accordance with Georgia Law. All other terms of the existing Lease shall remain the same.

**25. Agency and Brokerage.**

**A. Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. Brokerage services shall only be performed by real estate licensees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant (see A.25).

**B. Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

- 26. Material Relationship Disclosure.** For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in paragraph A.26 above.
- 27. Disclosure of Ownership and Agents.** At or before the commencement of a tenancy, the landlord or an agent or other person authorized to enter into a rental agreement on behalf of the landlord shall disclose to the tenant in writing the names and addresses of the following persons:
- (1) The owner of record of the premises or a person authorized to act for and on behalf of the owner for the purposes of serving of process and receiving and receipting for demands and notice; and
  - (2) The person authorized to manage the premises.
- These Parties are named in paragraph A.25 of this Agreement. In the event of a change in any of the names and addresses required to be contained in such statement, the landlord shall advise each tenant of the change within 30 days after the change either in writing or by posting a notice of the change in a conspicuous place.
- A. Manager:** If no Manager is identified in paragraph A.25 above, the Owner shall be deemed to be self-managing the Premises. If a Manager is identified in paragraph A.24 above as the Manager hereunder, Manager is authorized to manage the Premises on behalf of the Landlord and exercise any and all of the rights and powers granted in this Agreement to Landlord. In such event, Tenant shall communicate with Landlord through the Manager and rely on the notices and communications of Manager as having been fully authorized by Landlord. Manager shall have no rights, duties, obligations or liabilities greater than what is set forth in the Management Agreement between Owner and Manager. No Broker shall be deemed to be responsible for any aspect of managing the Property unless Broker is identified as the Manager herein.

## **C. OTHER TERMS AND CONDITION**

### **1. Default.**

**A. Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:

1. Tenant fails to abide by any of the terms and conditions of this Lease.
2. Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
3. Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
4. Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant, or members of Tenant's household, or their invitees, licensees and guests.
5. Prior to the end of the lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises without the consent of Landlord.

**B. Effect of Default:** If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is capable of being cured, Landlord shall give Tenant notice and a three (3) day opportunity to cure the default.

- 2. Move-In Inspection.** Prior to Tenant tendering a Security Deposit, Landlord shall provide Tenant with "Move-In, Move-Out Inspection Form" attached hereto and incorporated herein by reference ("Form") itemizing any existing damages to Premises. Prior to taking occupancy, Tenant will be given the right to inspect Premises to ascertain the accuracy of the Form. Both Landlord and Tenant shall sign the Form. Tenant shall be entitled to retain a copy of the Form. Tenant acknowledges that Tenant has carefully inspected Premises and is familiar with the same.

### **3. Tenant's Responsibilities.**

**A. Repairs and Maintenance:** Tenant has inspected Premises and acknowledges that it is fit for residential occupancy. Tenant shall promptly notify Landlord of any dangerous condition or need for maintenance existing in Premises or on the Property. Upon receipt of notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair the following: (1) all defects in Premises or Property which create unsafe living conditions or render Premises untenable; and (2) to the extent required by state law, such other defects which, if not corrected, will leave Premises or Property in a state of disrepair. Except as provided above, Tenant agrees to



maintain Premises in the neat, sanitary and clean condition free of trash and debris. All of Tenant's trash shall be kept in designated trash containers and removed from the Property at least once each week. Tenant obligation to maintain the Premises/Property includes, but not limited to, replacing any light bulbs which fail during the Lease Term and regularly changing HVAC filters. Tenant shall be responsible for any clogged plumbing within the Premises. Landlord shall be responsible for all plumbing issues between the Premises and the street or the Premises and the septic tank. Tenant shall be responsible for any damages to the Premises and/or Property caused by Tenant's abuse or neglect of the Premises/Property. Any expenses incurred by Landlord to remedy any violations of this provision shall be paid by Tenant to Landlord as additional rent within fourteen (14) days of the receipt of an invoice from Landlord. If Tenant submits a service request or repair request to Landlord, and the contractor responding to this request on behalf of Landlord determines that the item is working correctly, Tenant agrees to reimburse Landlord for the amount for the contractor's invoice. Tenant acknowledges that certain repairs such as repairs caused by storm damage or repairs to air conditioning during a summer heatwave may take days to repair depending on the market demand for particular repair persons.

- B. Smoke Detector:** Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days, to replace the smoke detector batteries, as needed, and to notify Landlord immediately if the smoke detector is not functioning properly.
- C. Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (a) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (b) leave the faucets dripping.
- D. Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises.
- E. Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the Premises Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
- F. Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

4. **Assignment.** Landlord shall have the right to assign this Lease to a subsequent owner of the Premises

5. **Rules and Regulations.**

- A.** Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of the Premises without prior written permission of Landlord which permission shall not be unreasonably withheld; provided that, Tenant provides Landlord with a key thereto and uses a type and make of lock approved by Landlord.
- B.** Motor vehicles shall only be parked on the paved portions of the Premises and the Property intended for use as parking spaces. Motor vehicles with expired or missing license plates, non-operative vehicles and vehicles which drip oil or antifreeze shall not be parked or kept on the Premises or the Property.
- C.** No waterbeds shall be used on the Premises or Property without the prior written consent of the Landlord.
- D.** Tenant shall not shower in a shower which does not have a fully operational shower curtain or shower enclosure.
- E.** No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord.
- F.** Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on the Premises or Property.
- G.** Tenant shall only skateboard, skate, rollerblade or bicycle on paved portions of the Premises or Property and while wearing proper safety equipment.
- H.** Tenant shall be prohibited from improving, altering or modifying the Premises or Property (including painting and landscaping) during the term of this Agreement without the prior written consent of the Landlord. Any improvements, alterations or modifications approved by Landlord shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value of the same. Landlord shall have the right but not the obligation to condition the approval of requested modifications on Tenant removing the same prior to the end of the Lease Term and restoring the affected area to a condition equal to or better than it was prior to the modification. Tenant may not install any antenna, satellite dish, or cables, including TV cabling, to the Property without Landlord's prior written approval.
- I.** No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent

of Landlord. No sheets, blankets, towels, cardboard, newspaper or other make-shift temporary window treatments shall be used on the Premises or Property.

- J. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
- K. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of the Premises or Property.
- L. Tenant shall not engage in any behavior in the Premises or on the Property, including, but not limited to, yelling, screaming, playing loud music, playing the television at an excessive volume that unreasonably disturbs other tenants or neighbors in the sole, reasonable opinion of Landlord constitutes a nuisance.
- M. All appliances, equipment and systems on or serving the Premises shall only be used in accordance with the manufacturer's operating instructions.
- N. Tenant shall not flush down a toilet any sanitary napkins, paper towels, wet wipes, diapers or other item not intended to be disposed of in a toilet.
- O. The Premises shall only be used for residential purposes. No trade or business uses shall be permitted except with the prior written consent of Landlord and provided that such use is permitted under applicable zoning laws.
- P. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.

6. **Property Loss and Property Damage Liability.** Tenant is required to maintain \$100,000.00 of property damage liability coverage for the benefit of Landlord in the event of damage caused by Tenant's abuse or neglect including, but not limited to, property damage caused by fire, smoke, explosion, water discharge or sewer backup caused by Tenant's accidental acts or omissions. Tenant's options for satisfying this requirement are set out in the Property Damage Liability Addendum attached hereto and made a part hereof. All of Tenant's personal property in or on Premises and Property shall be Tenant's sole responsibility, and all storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and understands that Landlord shall have no responsibility or liability for Tenant's personal property.

7. **Disclaimer.**

- A. **General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.
- B. **Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.
- C. **Neighborhood Conditions:** Tenant acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. It shall be Tenant's duty to become acquainted with any present or future neighborhood conditions which could affect the Premises or Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Premises and Property, political jurisdictional maps and land use and transportation maps and plan. If Tenant is concerned about the possibility of a registered sex offender residing in a neighborhood in which Tenant is interested, Tenant should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.gbi.georgia.gov](http://www.gbi.georgia.gov).

8. **Miscellaneous.**

- A. **Time of Essence:** Time is of the essence of this Lease.

- B. No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- C. Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- D. Joint and Several Obligations:** The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.
- E. Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- F. Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
- G. Keys:** Landlord may release keys to or open the Premises to any of the occupants listed herein (see A.10.).
- H. Waiver of Homestead Rights:** Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.
- I. Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
- J. Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and door (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
- K. Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- L. Rental Application:** Only those people indicated on Tenant's rental application are permitted to reside at the Premises, with the exception of any minor children born to, or adopted by, Tenant. If it is later discovered that the information disclosed on rental application by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies regarding said default.
- M. Fair Housing Disclosure:** Landlord, Broker and Manager are committed to leasing and managing the Premises without regard to race, color, national origin, religion, handicap, familial status, sex or sexual orientation.

**9. Destruction of Property.**

If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests.

**10. Mortgagee's Rights:** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

**11. Additional Rules & Regulations.** In addition to the rules and regulations generally listed in this Agreement, any additional rules included in the **Additional Rules & Regulations Exhibit** attached shall also apply.

**12. Indemnification by Tenant of Landlord, Broker and Manager.** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to any of the following: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.

**13. Exhibits.** All exhibits attached hereto listed and selected below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

☒ **Move In/Move Out Inspection Form**

☒ **Property Damage Liability Addendum**

☒ **Security Deposit Lease Addendum**

☒ **Lead Paint Exhibit**

☒ **Addendum – Home Assistant Concierge Service**

☐ X Pet Addendum

☐ Additional Rules & Regulations

☐ Other System.Ask("Insert the other addendum name")

**SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control:

**Additional Special Stipulations attached.**

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

54bd8f5cf78b 10/24/2022 2:45:31 PM  
*Dalton Wade*  
daltonwade2000@gmail.com 45.27.181.50

Tenant Signature

54bd8f5cf78b 10/24/2022 6:48:30 PM  
*Curtis wade*  
kimwade2000@att.net 174.209.100.189

Tenant Signature

54bd8f5cf78b 10/24/2022 5:07:53 PM  
*Xena brown*  
Xenabrown11@gmail.com 108.210.179.136

Tenant Signature

Signature

Tenant Signature

54bd8f5cf78b 10/25/2022 10:34:27 AM  
*Cayla Glover*  
cglover@excaliburhomes.com 192.168.2.200

N/A

Leasing Broker

N/A

MLS Office Code/ Brokerage Firm License Number

By: N/A

Broker or Broker's Affiliated Licensee

N/A

Print or Type Name

N/A

Broker's or Broker's Affiliated Licensee E-Mail Address

N/A

Leasing Agent's Georgia Real Estate License Number

Landlord(by Property Manager/Agent)

Michael E. Nelson /

Print or Type Name

60028 /

Agent's Georgia Real Estate License Number

Excalibur Homes, LLC  
2855 Marconi Dr. #310  
Alpharetta, GA 30005

EXCA01

H-19514

MLS Office Code

Brokerage Firm License Number

Broker's Phone # 678-825-1400 FAX# 678-825-1401

**Binding Agreement Date.** The above Agreement is hereby accepted as of the date and time of the last person to sign ("Acceptance Date"). This Agreement will become binding upon the parties when notice of the acceptance of the Agreement has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received

## Property Damage Liability Addendum

This Lease Addendum is attached to and becomes a part of the Lease Agreement ("Lease Agreement") for the Property located at **2657 Artillery Point Sw, Marietta, GA 30064** between **SFR XII NM ATL Owner 1, L.P.** ("Landlord") and **Xena Brown, Dalton Wade, Curtis Wade Jr** ("Tenant").

Tenant is required to maintain a minimum of \$100,000.00 of general liability coverage for the benefit of the Landlord. Tenant may satisfy this requirement by purchasing a standard HO4 renter's insurance from a third-party insurer on a form acceptable to the Landlord and listing the Landlord as an "Additional Insured".

Manager participates in a program offered by Your Renter's Insurance Group. Instead of obtaining a standard HO4 renter's insurance policy through a third party, Tenant may select Option 1 below. Selecting Option 1 meets the requirements of this Addendum in addition to providing Tenant with limited coverage for Tenant's personal property as well as for certain legal liability. By selecting either of these options Landlord is willing to waive the requirement that Tenant maintain a standard HO4 renter's insurance policy, the protections offered through these options may be narrower than those provided through a HO4 policy.

If Tenant elects to secure a standard HO4 renter's insurance policy, and should Landlord be notified that Tenant's policy has been cancelled, Tenant understands that Tenant will automatically be enrolled in the Option 1 plan described below. Tenant will be required to pay the associated monthly fee until such time as Tenant has provided Landlord with proof of replacement coverage or until the Lease Agreement is terminated by the parties.

**Select only one of the options below:**

Property Damage Liability Options		
Option 1	\$20.00 per month	<b>\$20,000</b> replacement value protection to loss of Your personal property (subject to a \$250 deductible)  <b>\$100,000</b> legal liability protection, including bodily injury (\$10,000 sublimit)
Option 2	Variable	You will purchase renter's insurance from a third-party insurer on a form acceptable to the Landlord and listing the Landlord as an "Additional Insured"

I HAVE READ AND UNDERSTAND THIS ADDENDUM , I/WE CHOOSE Option 1

54bd8f5cf78b 10/24/2022 2:47:02 PM  
*Dalton Wade*  
daltonwade2000@gmail.com 45.27.181.50

Tenant Signature

54bd8f5cf78b 10/24/2022 5:08:13 PM  
*Xena brown*  
Xenabrown11@gmail.com 108.210.179.136

Tenant Signature

54bd8f5cf78b 10/24/2022 6:48:45 PM  
*Curtis wade*  
kimwade2000@att.net 174.209.100.189

Tenant Signature

Signature

Tenant Signature

## SECURITY DEPOSIT LEASE ADDENDUM

This Lease Addendum is attached to and becomes a part of the Lease for Residential Property Agreement ("Lease Agreement") for the Property located at **2657 Artillery Point Sw, Marietta, GA 30064** between ("Landlord") and **Xena Brown, Dalton Wade, Curtis Wade Jr** (Tenant) with a Lease Start Date of **October 26, 2022**. Nothing in this addendum shall amend or replace any language in the Lease for Residential Property regarding the security deposit.

Tenant is offered the option to either pay the refundable security deposit to Excalibur Homes, LLC, as Holder, as further described below, or Tenant can choose to participate in the security deposit insurance program offered by Your Renters Insurance Group.

Indicate Selection	Security Deposit Options	
Option 1	<b>2695.00</b>	Tenant agrees to post a refundable security deposit to be held by Excalibur Homes, LLC on behalf of Landlord.
Option 2	\$70.00 per month	Tenant waives payment of the security deposit of <b>\$3000</b> in lieu of the indicated monthly payment.

Any applicable Security deposit required shall be paid not later than the Lease Start Date but not earlier than the date Landlord or Manager has presented Tenant with a copy of the Move-In Inspection. Landlord or Manager's signature below does not constitute receipt of the security deposit. Landlord or Manager shall provide Tenant with a receipt for the security deposit once said deposit has been paid. The payment of any applicable security deposit must be made by wire transfer or by using the CashPay option offered by Excalibur Homes, LLC.

In lieu of the Security Deposit, Landlord offers to waive the Security Deposit obligation in exchange for payment of the monthly fee indicated above for the term of this Lease Agreement and any renewals thereof. Tenant understands that, at the termination of the Lease Agreement, any amounts due but unpaid to Landlord will be paid by Your Renters Insurance Group up to the amount of the coverage listed above and Your Renters Insurance Group will seek to recover those amounts from Tenant. Any amounts due but unpaid to Landlord above the amount of coverage listed above will continue to be due to Landlord and Landlord may use any means allowed under the law to collect the same. In the event the Property Management contract is terminated, the monthly fee referenced herein will cease and the Landlord may require Tenant to post a Security Deposit.

I HAVE READ AND UNDERSTAND THIS ADDENDUM, I/We CHOOSE Option 2

Tenant Signature

54bd8f5cf78b 10/24/2022 2:54:04 PM  
*Dalton Wade*  
daltonwade2000@gmail.com 45.27.181.50

Tenant Signature

54bd8f5cf78b 10/24/2022 5:08:53 PM  
*Xena brown*  
Xenabrown11@gmail.com 108.210.179.136

Tenant Signature

54bd8f5cf78b 10/24/2022 6:48:59 PM  
*Curtis wade*  
kimwade2000@att.net 174.209.100.189

Tenant Signature

Signature

# Addendum – Home Assistant Concierge Services

This Lease Addendum is attached to and becomes a part of the Lease Agreement ("Lease Agreement") for the Property located at **2657 Artillery Point Sw, Marietta, GA 30064** between ("Landlord") and **Xena Brown, Dalton Wade, Curtis Wade Jr ("Tenant")**.. This Agreement describes the services and cost of the Home Assistant Concierge Services by Latchel. The services and payment listed are separate from Resident's monthly rent payment and all other payments described in separate lease addendums.

**Tenant has the option to opt-in or opt-out of Home Assistant Concierge services.** Below are the resident benefits of the Home Assistant Concierge Service:

**Home Assistant** concierge services delivers convenience and comfort in your rental home:

- (e) **24/7 Home Services Scheduling.** You may call or text your concierge services, 24/7/365 for assistance coordinating home services like cleaning, furniture assembly, and a variety of other services that you as the Resident are responsible for. You may also contact your concierge service for issues like lockouts or Resident caused damages that you want to fix.
- (f) **\$300 in service credits** for resident responsible home services. You will receive \$300 worth of credits to help pay for resident responsible jobs (home cleanings, furniture assembly, etc). Your credits will be available upon checkout after the job is complete.
- (g) **24/7 Repairs Contact.** You may call or text your concierge, 24/7/365, at **(678) 922-4366**
- 8. ("Home Assistant Number"). You are expected to contact the Latchel Home Assistant for all your maintenance requests and emergency repairs.
- 9. **Online Portal.** You may use the unique link you receive from your concierge welcome message to request cleanings, furniture assembly, TV mounting, painting, carpet cleanings, and many other home concierge services. You may also use the unique link to submit repair and maintenance requests.
- 10. **Free Troubleshooting Assistance.** Latchel will connect you with an expert troubleshooter via phone call or video chat if you need general help around the home or if you are experiencing an emergency. We can often help solve issues right away so that you do not have to wait for a maintenance technician.
- 11. **Simple Scheduling.** You provide your availability for all concierge services and a provider will be scheduled according to your preferred schedule. You may cancel or reschedule at any time up to 24 hours before your scheduled appointments.
- 12. **Expedited Maintenance Scheduling.** Routine repair appointments are scheduled on an expedited timeline based on the availability you provide. You may also provide permission to enter the home if you will not be available.
- 13. **\$300 Cash Reimbursements on Damages.** You may request up to \$300 in cash reimbursements for common damages that you are responsible for. If your property manager bills you for damages, you may request a cash reimbursement for lockouts, toilet clogs, drain clogs, and garbage disposal damages.
- 14. **Move-Out Repair Assistance.** Make necessary repairs in your home in order to avoid unnecessary deposit charges that are part of your responsibility, e.g. repairing damaged walls or carpeting.

**Home Assistant service level expectations:**

- (d) A personal assistant for your home will always be available to help you within 60 seconds, 24/7/365;
- (e) Proactive updates on concierge services like cleaning deals, or other service deals;
- (f) Expert troubleshooters are available to you 24/7/365 to resolve common issues quickly so that you do not need to wait for service technicians;
- (g) SMS availability and video chat availability, 24/7/365;
- (h) Appointment cancellation protection so that you don't get charged "no show" fees when you need to reschedule or cancel maintenance appointments. Appointment protection also applies to any concierge services that you request so that you never get charged cancellation fees;
- (i) Proactive updates when there are scheduling or maintenance delays;



- (j) A convenient mobile and online portal that walks you through in-home issues and allows you to track your concierge service requests or maintenance requests.

The above services will be billed by the Company **monthly at a rate of \$14.99** and made payable to Latchel, Inc. The cost to the Resident will be billed monthly at the time of rent payment.

By signing below, I acknowledge I want to receive the full benefits of the Home Assistant Concierge Services for the monthly rate of \$14.99. [Terms and Conditions](#)

54bd8f5cf78b 10/24/2022 2:54:45 PM  
*Dalton Wade*  
daltonwade2000@gmail.com 45.27.181.50

Tenant Signature

54bd8f5cf78b 10/25/2022 10:34:28 AM  
*Cayla Glover*  
cglover@excaliburhomes.com 192.168.2.200

Jessie Julien

54bd8f5cf78b 10/24/2022 5:09:08 PM  
*Xena brown*  
Xenabrown11@gmail.com 108.210.179.136

Tenant Signature

54bd8f5cf78b 10/24/2022 6:49:17 PM  
*Curtis wade*  
kimwade2000@att.net 174.209.100.189

Tenant Signature

Signature

Tenant Signature

# EXPLANATION OF PROTECTIONS

(For Tenants that selected the YRIG insurance option)

## A. PROTECTIONS

### 1. Liability Protection

A a) Renter Contents – The **Property Manager** will reimburse the **Renter** for a maximum of \$5,000 in the aggregate during the **Lease Term** for the **Actual Cash Value** of a **Renter Contents Liability Loss**. Subject to a \$250 deductible.

B b) Renter Premises Legal Liability – The **Property Manager** will reimburse the **Renter** for a maximum of \$100,000 in the aggregate during the **Lease Term** for a **Renter Premises Legal Liability Loss**. **Bodily Injury** is excluded from **Renter Premises Legal Liability Loss**.

**Option 1** - If the “Option 1” box is checked in the **Lease Addendum**, and the monthly fee is paid, then the **Property Manager** agrees to provide the following protections:

a a) Renter Contents – The **Property Manager** will reimburse the **Renter** for a maximum of \$20,000 in the aggregate during the **Lease Term** for the **Replacement Cost** of a **Renter Contents Liability Loss**. Subject to a \$250 deductible.

b) Renter Premises Legal Liability – The **Property Manager** will reimburse the **Renter** for a maximum of \$100,000 in the aggregate during the **Lease Term** for a **Renter Premises Legal Liability Loss**. **Bodily Injury** is included in **Renter Premises Legal Liability Loss**, subject to a \$10,000 sublimit per each **Renter Premises Legal Liability Loss**. 2. Security Deposit a) Security Deposit - The **Property Manager**, waives collection of the one-time **Security Deposit** during the **Lease Term**.

**Option 2** - If the “Option 2” box is checked in the **Lease Addendum**, and the monthly fee is paid, then the **Property Manager** agrees to provide the following protections:

If the “Security Deposit” box is checked in the **Lease Addendum**, and the monthly fee is paid, then the **Property Manager** agrees to the following:

This waiver does not waive the requirement to adhere to the terms and conditions of the **Lease Agreement**, and specifically does not release the **Renter** from the obligation to pay rent or for liability due to excess wear and tear.

## B. DEFINITIONS

1. **Actual Cash Value** means the cost to repair or replace **Renter Contents**, at the time of loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence.

A 2. **Bodily Injury** means bodily injury, bodily harm, sickness, disease, or death of a natural person who is not the **Renter**, directly resulting from a **Renter Premises Legal Liability Loss**.

B 3. **Covered Property** means the dwelling or unit occupied by the **Renter** and described in the **Lease Agreement**, including any accompanying physical property not owned by the **Renter**, but does not include any dwelling or unit vacant for 30 or more consecutive days.

C 4. **Property Manager** means the Property Manager, owner, lessor or similarly identified person or entity indicated on the **Lease Agreement**.

D 5. **Lease Addendum** means the addendum provided to the **Renter** in conjunction with the **Lease Agreement** indicating the selection or waiver of the protections provided herein, in conjunction with this Explanation of Protections.

E 6. **Lease Agreement** means the contract between the **Property Manager** and the **Renter** governing the **Covered Property**.

F 7. **Lease Term** means the period reflected on the **Lease Agreement**.

a 8. **Peril** means:

- 1 a) Fire or lightning;
- b b) smoke, but not smoke caused by agricultural smudging or industrial operations;
- c c) explosion;
- d d) accidental discharge or overflow of water or steam;
- e e) sprinkler leakage;
- f f) falling objects, but only if the roof or exterior wall of the **Covered Property** is damaged by the falling object, and damage to the falling object itself is not covered;
- g g) freezing of plumbing, heating or air conditioning;
- h h) discharge or overflow from appliances;
- i i) weight of **Renter's** personal property, but not for purposes of a **Renter**

#### **Contents Liability Loss;**

- j j) burglary, but only if a police report was promptly filed by the Renter, and this does not include mysterious disappearance, or lost or misplaced property;
- k k) riot and civil commotion; or
- a l) collapse of the building if directly caused by any of the aforementioned
- b m) ordinance or law, the compliance with which results in the theft or destruction of

#### **Renter Contents;**

- c n) earth movement, including earthquake, landslide, or sink hole;
- d o) named storm or flood within a flood zone;
- e p) electrical power failure;
- f q) war, including undeclared war, civil war, insurrection, rebellion, or revolution;
- g r) nuclear hazard, however caused; or
- h s) action caused by the **Renter** or the **Renter's** guests or agents, whether intentionally, recklessly, or negligently, provided that this is a **Peril** for purposes of;

#### **Renter**

#### **Premises Legal Liability Loss.**

i 9. **Property Damage** means the damage to, destruction of, or loss of use of any part of the **Covered Property** or other property owned or leased by the **Property Manager**, and does not include any:

- j a) contractual or vicarious liability;
- k b) property owned by the **Renter**; or
- l c) damage to, destruction of, or loss of use due to:
  - 1 1. the ownership, maintenance, occupancy, operation, use, loading or unloading of any motorized vehicle;
  - m 2. actions expected or intended by a **Renter** over the age of 13, even if the resulting damage is of a different kind, quality or degree than initially expected or intended;

n 3. any business conducted or engaged in by the **Renter**, whether or not  
the business is owned or operated by the **Renter**, or employs the **Renter**;

or

o 4. war including undeclared war, civil war, insurrection, rebellion, or  
revolution.

1

1 10. **Renter** means the renter, resident, lessee or similarly identified person or entity indicated on the  
**Lease Agreement**.

p

11. **Renter Contents** means personal property owned by the **Renter**, but does not include:

q a) animals, birds, or fish;

r b) motorized vehicles or trailers;

s c) property owned by any roomer, boarder, or guest;

t d) commercial or business property;

u e) property rented or held for rental to others by the **Renter**; or

v f) electronic data, however, **Renter Contents** does include blank storage media.

**Peril** does not include any:

A 12. **Renter Contents Liability Loss** means the **Actual Cash Value** or **Replacement Cost** due to burglary  
or destruction of **Renter Contents** due to a **Peril** located within the **Covered Property**.

a

b 13. **Renter Premises Legal Liability Loss** means:

1 a) settlements or judgments fully or partially resolving the **Renter's** liability for  
**Property Damage** resulting from a **Peril**; and

c b) the cost of a lawyer, selected by the **Property Manager**, to defend the **Renter**  
from liability for **Property Damage** resulting from a **Peril**.

d 14. **Replacement Cost** means the cost to repair or replace **Renter Contents**, at the time of loss or  
damage, whether that property has sustained partial or total loss or damage, with material of like kind and  
quality, without a deduction for deterioration, depreciation and obsolescence.

e

f 15. **Security Deposit** means the amount indicated as the Security Deposit on the **Lease Addendum** or  
the **Lease Agreement**.

g

h 16. **Deductible**. We will pay for any covered loss to **covered property** only when it exceeds the  
applicable deductible shown on the lease addendum.

Provided, the **Property Manager** shall not have any further obligation to settle or defend the **Renter** once the  
**Property Manager** has paid the maximum amount **Renter Legal Liability Loss** selected by the **Renter** on  
the **Lease Addendum**. Further provided, **Renter Legal Liability Loss** does not include amounts incurred by  
or on behalf of any person or entity other than the **Renter**, unless constituting covered **Bodily Injury**.

## C. RENTER OBLIGATIONS

- 1
- 2 1. As an express condition precedent to the **Property Manager's** obligation to pay a **Renter Contents Liability Loss**, the **Renter** must:
- b a) provide written notice to the **Property Manager** of any **Renter Contents Liability Loss** as soon as possible, and not later than 60 days following the cessation of the **Peril**;
- c b) protect **Renter Contents** from further loss; and
- d c) send the **Property Manager**, within 60 days of the **Property Manager's** request, a sworn affidavit setting forth the following to the best of the **Renter's** knowledge and belief:
- e 1. the time and date of the **Peril**;
- f 2. the interests of all **Renters** and all others in the **Renter Contents**, including all liens on the **Renter Contents**;
- g 3. the identity of any insurance that may provide coverage for the **Renter Contents**; and
- h 4. a detailed inventory of all claimed **Renter Contents** and value claimed by the **Renter**.
- a
- b 2. As an express condition precedent to the **Property Manager's** obligation to pay a **Renter Premises Legal Liability Loss**, the **Renter** must:
- c a) provide written notice to the **Property Manager** of any written or oral demand or assertion that the **Renter** may be liable for **Renter Premises Legal Liability Loss** as soon as possible and thereafter: 1. promptly forward to the **Property Manager** every notice, demand, summons or other process relating to the **Renter Premises Legal Liability Loss**;
- d b) provide written notice to the **Property Manager** of any **Property Damage** knowingly caused by the **Renter** as soon as possible, and not later than 60 days following the **Renter's** knowledge of the **Property Damage**;
- e c) not voluntarily make any payment, assume any obligation, make any admission, or incur any expense in connection with any **Property Damage**;
- f d) send the **Property Manager**, within 60 days of the **Property Manager's** request, a sworn affidavit setting forth the following to the best of the **Renter's** knowledge and belief:
- g 1. the time and date of the **Peril**;
- h 2. any reasonably available information concerning the time, place and circumstances of the **Property Damage**;
- i 3. the names and addresses of any witnesses to the **Property Damage** and the **Peril**; and
- j 4. the identity of any insurance that may provide coverage for the **Property Damage**; and
- k e) fully cooperate with the **Property Manager's** investigation, settlement, and defense of any claim or suit based upon or arising out of the **Property Damage** or **Peril**, including assisting with:
- l 1. securing and giving evidence;
- m 2. attending depositions, hearings, mediations, and trials.
- n 3. obtaining the attendance and testimony of witnesses; and
- o 4. enforcing any right of contribution or indemnity against any person or entity potentially liable to the **Renter**.

## D. LIMITS OF LIABILITY

1. The amounts indicated in Section A.1., as selected by the **Renter** in the **Lease Addendum**, are the maximum amounts payable by the **Property Manager** to, or on behalf of, the **Renter**, under the **Lease Addendum** during the **Lease Term** for all **Renter Contents Liability Loss** or **Renter Premises Legal Liability Loss**.

Full Version

Page 6 of 6 7408416

## E. OTHER PROVISIONS

1. The **Renter** is obligated to immediately inform the **Property Manager** if any **Renter Contents** are recovered or located.

A 2. Upon payment of **Renter Contents Liability Loss**, the **Property Manager** is deemed to have been transferred unencumbered title in the **Renter Contents** by the **Renter**.

B 3. If the amount of **Renter Premises Legal Liability Loss** exceeds the amount indicated in Section A.1., as selected by the **Renter** in the **Lease Addendum**, and if such excess amount is payable to the **Property Manager**, then the **Property Manager** does not release the **Renter** from such excess liability.

C 4. The **Renter** may not assign its rights under the **Lease Addendum** to any third-party.

D 5. The **Lease Addendum** does not relieve or release the **Renter** from all obligations in the **Lease Agreement**.

E

### TO FILE A CLAIM:

888-585-4974 (4YRI) CLAIMS

YRIG.COM

### QUESTIONS.

888-585-9744 ADMINISTRATION

YOUR RENTERS INSURANCE GROUP

15510 WRIGHT BROTHER DR

ADDISON TX 75001

## Pet Exhibit

This Exhibit is attached to and made a part of that certain Agreement dated 10/24/2022, by and between SFR XII NM ATL Owner 1, L.P. (hereinafter called Landlord, and including authorized agent for Landlord), and Xena Brown, Dalton Wade, Curtis Wade Jr (Tenant), for the Premises located at: 2657 Artillery Point Sw, Marietta, GA 30064.

### LANDLORD AND TENANT AGREE AS FOLLOWS

**Check each selection as applicable. Any selection not checked shall not be part of this Agreement**

<b><u>XX</u></b>	<p><b>**Service Animal or Emotional Support Animal**</b> Landlord does not require a pet deposit or fee for a service animal or emotional support animal as defined by the Americans with Disabilities Act, as amended. There is no restriction regarding the Service Animal or Emotional Support Animal with respect to the animal's breed or size. However, <b>TENANT (the Landlord of the animal) is liable for any damages caused by the animal above and beyond the normal wear and tear</b> a human tenant might reasonably cause. This includes teeth marks on trim, carpet torn by a dog's digging, and carpet soiled by dog waste or vomit. Sec.504, Title II, Americans with Disabilities Act.</p> <p><b>Service Animal / Emotional Support Animal Description</b>  <b><u>Golden Retriever - 70lbs- 5 year(s) old</u></b></p> <p><b>Registration # (if applicable) _</b></p>
<b><u>N/A</u></b>	<p><b>Tenant agrees to pay \$0.00 per month as PET RENT.</b> This amount is in addition to the monthly rent obligation set out in the Lease for Tenantial Property. Failure of Tenant to pay this Pet Rent shall constitute a default on the Lease for Tenantial Property with the same penalties including, but not limited to, any penalty for payments made after the Due Date for Rent. Landlord will use the PET RENT to have the Property/Premises treated for fleas and ticks by a licensed pest control operator and to have all carpeting cleaned and deodorized specifically for pet odors by a professional carpet cleaning service upon the termination of this Agreement. However, Tenant is still responsible for any damages caused by the animal that are not corrected by this carpet cleaning and pest control treatment. If any pet is found on the Premises, other than the pet(s) noted herein, then any penalties or liquidated damages for unauthorized pets described elsewhere in this Agreement shall apply.</p>
<b><u>N/A</u></b>	<p><b>Tenant agrees</b> to pay an additional <b>refundable deposit</b> of \$0.00 which amount is included in the total amount listed as the refundable Security Deposit. Tenant agrees, at Tenant's expense, to have the premises treated for fleas and ticks by a licensed pest control operator and to have all carpeting cleaned and deodorized specifically for pet odors by a professional carpet cleaning service upon termination of this agreement. Tenant agrees to provide copies of the receipts for these services to Landlord or Manager no later than the date and time of the move out inspection.</p>
<b><u>N/A</u></b>	<p><b>Tenant agrees</b> to pay a non-refundable <b>PET FEE</b> of \$0.00. Landlord will use this fee to have the property treated for fleas and ticks by a licensed pest control operator and to have all carpeting cleaned and deodorized specifically for pet odors by a professional carpet cleaning service upon termination of this agreement. However, Tenant is still responsible for any damages caused by the animal that are not corrected by this carpet cleaning and pest control treatment. If any pet is found on the premises, other than the pet(s) noted above, then any penalties or liquidated damages for unauthorized pets described elsewhere in this Agreement shall apply.</p>

Permission is hereby given for Tenant's pet, described below, to be kept within subject Property/Premises. Such permission is being given with the express understanding and agreement by Tenant that pet, when taken in and out of the premises, will be kept on a leash or caged and under full control at all times. Further, when walking pet, Tenant will keep pet away from public places, lawns, and sidewalks of all residences in neighborhood or buildings in complex, whichever is applicable herein. Tenant will be responsible for cleaning up pet droppings. Tenant shall be responsible for all damage to the subject premises or grounds by reason of having a pet therein or thereon. Tenant agrees that only the pet named and described below will occupy the premises. No additional or different

pet is authorized under this Agreement. Landlord may bill Tenant for damage caused by pet, which amount shall be paid no later than with the following month's rent.

If, in the sole discretion of Landlord or his agent, said pet becomes a nuisance, makes excessive noise, acts in a threatening manner, interferes with other tenants' quiet enjoyment of their units, or becomes a threat to public health or safety, then, at the written direction of Landlord or his agent to the Tenant, Tenant shall, within five (5) days thereafter, remove said pet from premises or face legal remedies, including, but not limited to, termination of the Agreement to which this Exhibit applies.

Tenant may have no more than 1 dog(s) or 0 cat(s) or 2 bird(s). No pet offspring are allowed. However, pet offspring shall be permitted to remain on the premises until said offspring are weaned from their mother. Tenant must provide proof of vaccination of pet, where same is required by law, for communicable diseases prevalent in species of pet, including, but not limited to, rabies.

Fish tanks may be no larger than 55 gallons. Birds must be caged at all times. No other animals, reptiles, or insects are permitted, including, but not limited to, livestock or farm animals, exotic or jungle animals, pigs, skunks, ferrets, monkeys, snakes, lizards, turtles, hamsters, and gerbils.

Tenant agrees to abide by all applicable laws, community association covenants and rules and regulations regarding the keeping of animals or pets in the areas and locale of the premises, including, but not limited to, leash laws, licensing laws, and laws regarding vaccinations and inoculations.

Type of Pet: Golden Retriever - 70lbs- 5 year(s) old

**IN WITNESS WHEREOF**, the parties do hereby agree to this Exhibit.

14bf97ede359 10/24/2022 2:55:25 PM  
*Dalton Wade*  
daltonwade2000@gmail.com 45.27.181.50

**Tenant's Signature**

14bf97ede359 10/24/2022 5:09:23 PM  
*Xena brown*  
Xenabrown11@gmail.com 108.210.179.136

**Tenant's Signature**

14bf97ede359 10/24/2022 6:49:30 PM  
*Curtis wade*  
kimwade2000@att.net 174.209.100.189

**Tenant's Signature**

Signature

**Tenant's Signature**

14bf97ede359 10/25/2022 10:34:29 AM  
*Cayla Glover*  
cglover@excaliburhomes.com 192.168.2.200

**Manager or Landlord's Signature**



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS  
IN LEASE TRANSACTIONS  
Exhibit "B"**

This Exhibit pertains to that certain Property known as: 2657 Artillery Point Sw  
Marietta, GA 30064

**Hazards Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

**Landlord's Disclosure**

- (a) Presence of lead-based paint and/or lead paint hazard *[check (i) or (ii) below]*.

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

---

---

(ii) XX Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and Reports available to the landlord *(check (i) or (ii) below)*:

(i) \_\_\_\_\_ Landlord has provided Tenant with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list document below):

---

---

(ii) XX Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment** *(initial all applicable sections below)*

(c) 

DW	<i>λ</i>	CW	<div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; line-height: 20px;">Initial</div>
----	----------	----	---

 Tenant has received copies of all information, if any, listed above.

(d) 

DW	Xb	CW	<div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; line-height: 20px;">Initial</div>
----	----	----	---

 Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*

**Agent's Acknowledgment** (Agent who informed Seller of Seller's Obligations should check box).

(e) XX Landlord's Agent or Tenant's Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

66ec1859500210/24/2022 2:55:52 PM

*Dalton Wade*

daltonwade2000@gmail.com45.27.181.50

Tenant Signature

66ec1859500210/24/2022 6:52:49 PM

*Curtis Wade Jr*

kimwade2000@att.net174.209.100.189

Tenant's Signature

10/25/2022 10:34:29 AM

*Cayla Glover*

66ec1859500210/24/2022 5:11:00 PM

*Xena brown*

Xenabrown11@gmail.com108.210.179.136

Tenant Signature

Signature

Tenant Signature

Landlord Signature