STUDENT HOUSING LEASE CONTRACT



General Lease Provisions

1.	PARTIES. This Lease Contract (sometimes referred to as the "Lease") is between <i>you</i> , the resident:				
	Noor Hasan				
	and us, the owner:				
	TB West Peachtree LLC				
	(name of apartment community or title holder).				
2.	APARTMENT. You are renting:				
	☐ Apartment No				
	XI Floor Plan 4BR/4BA - D6				
	at 1025 Spring Street NW				
	(street address)				
	in <u>Atlanta</u> (city), Georgia, <u>30309</u> (zip code) for use as a private residence only.				
	When this Lanca Contract is signed all fees are naid and any				

When this Lease Contract is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

- **2.1. Enrollment.** This Lease Contract requires that you or at least one member of your household be enrolled as a part-time or full-time student in a college, university, or institution of higher learning as a condition and qualification of entering into this student housing lease. This provision does not preclude authorized occupancy by someone who is not enrolled as a student, such as a spouse, child, or other household member.
- **2.2. Use and Occupancy.** Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. Unless you have requested to live with another specific roommate(s) who is qualified, has applied, and has been approved to lease, we will have the right to assign another person to share the apartment.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease

You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment's common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

We provide student housing in accordance with the Fair Housing Act and without regard to race, color, religion, national origin, familial status, disability, or any other recognized protected class. Unless you specify that you have no objection to sharing an apartment with a person of a different gender (or gender identity) then we will assume you wish to share the apartment with someone of your same gender (or genderidentity). We provide equal housing opportunity to students, and we will defer to your request to the extent we are allowed by law in the jurisdiction where the apartment is located and based on the unique nature of student housing.

2.3. Access Devices. In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

Electronic Latch Access. Mailbox key,
parking permit where applicable.

- 3. TERM. The term of the Lease Contract begins on the 14th day of August, 2024 (year), and ends at noon the 31st day of July, 2025 (year). This Lease does not automatically renew.
 - 3.1. Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (A) the rental value of your apartment while you hold over is due in advance on a monthly basis and shall be delinquent without notice or demand; (B) the rental value for the holdover period will be increased by 25% over the then-existing rent, without notice; (C) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (D) at our option, we may extend the lease term-for up to one (1) month from the date of notice of lease extension-by delivering written notice to you or your apartment while you continue to hold over.
- 4. RENT AND CHARGES. Your rent for the term is \$ 16620.00.
 Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in 12 installments of \$ 1385.00 each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the 1st of the month in which this Lease begins. All other payments must be made by the 1st of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our mitigation duties under Paragraph 9 (Early Move-Out; Reletting Charges) and 25 (Default by Resident) still apply. You must pay your installments on or before the 1st day of the month in which they are due. There is no grace period, and you agree that not paying by the 1st of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us. If you don't pay rent on time, you'll be delinquent and all remedies under state law and this Lease Contract will be authorized.

Payments. You will pay your rent: ☐ at the onsite manager's office
through our online payment site

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting pay ment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent and late charges are due without demand, and all other sums are due upon our demand.

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- **4.2. Application of Money Received.** At our option and without notice, we may apply money received (other than sale proceeds or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. If you fail to pay rent on time (on or before the 1st) on more than one occasion during your lease term we do not have to accept the rent or any other payments, thereafter.

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

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

4.4. Late Charges. If you don't pay rent in full by 11:59 p.m. on the ______ day of the month, you'll pay a late charge. Your late charge will be (check one): 🛣 a flat rate of \$______ % of your total monthly rent payment. Regardless of the calculation method chosen above, the total amount of your late charges shall not exceed ten percent (10%) of your monthly rent payment.

The failure to pay rent timely or the violation of the animal restrictions will result in added administrative and other expenses to us. Since such additional expenses are difficult to determine, late fees and animal violation charges are considered liquidated damages. The amount of such fees and charges are reasonable estimates of the administrative and other expenses we would incur. Animal violation charges do not cover damages to the premises and don't limit your liability for same. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

Unless otherwise prohibited by law, if, during the term

of this Lease Contract, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to:

4.5. Ad Valorem Taxes/Fees and Charges - Additional Rent.

any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other emergency services, per person, or per apartment charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

- 4.6. Lease Changes. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed. If, at least five (5) days before the advance notice deadline referred to in this paragraph, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under the provisions herein.

In the event interest is earned on the security deposit, Owner may keep the interest.

5.1. Refunds and Deductions. In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear. In accordance with O.C.G.A. § 44-7-34 you are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time provided by law to either the forwarding address if notice is provided, or if unknown, to the last known address. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest(s) or occupant(s) is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Paragraph 28 (Surrender and Abandonment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to our negligence; animal-related charges under Paragraph 20 (Animals); government fees or fines against us for violation (by you, your occupant(s), or guest(s)) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal; attorney's fees, court costs, and filing fees actually paid or incurred with respect to an eviction proceeding, your default, or as otherwise provided by law or in this Lease Contract; and other sums due under this Lease Contract.

You'll be liable to us for (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; (B) all delinquent and future rent if you have violated Paragraph 25 (Default by Resident); and (C) a reletting fee if you have violated Paragraph 9 (Early Move-Out). We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.

6. GUESTS. "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

- **6.1. Exclusion of Persons.** We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.
- 7. CARE OF APARTMENT/COMMON AREAS AND DAMAGES. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless the damage or wastewater stoppage is due to ournegligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; *and* (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, include you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury.

8.1. Renter's Insurance Requirement

You are:

required to buy and maintain renter's insurance; **or**

🛚 not required to buy renter's insurance.

8.2. Personal Liability Insurance Requirement

You are:

It required to purchase and maintain personal liability

insurance and the policy must list Owner as an additional insured; or

 $\hfill \square$ not required to buy personal liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. We urge all residents, to obtain flood insurance—particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

9. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ __1385.00 (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you (A) fail to give written move-out notice as required; or (B) move out without paying rent in full for the entire Lease Contract term or renewal period; or

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(C) move out at our demand because of your default; or (D) are judicially evicted.

The reletting charge is not a cancellation fee or a buyout fee and does not release you from your obligations under this Lease Contract. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

10. SECURITY AND SAFETY DEVICES.

10.1. Smoke Detectors and Carbon Monoxide Detectors.

We'll furnish smoke detectors and carbon monoxide detectors only if required by statute or ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.

You must test the smoke detectors and the carbon monoxide detectors on a regular basis, and must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery or fail to report malfunctions to us, you will be liable to us for \$100 plus one (1) month's rent, you will be liable to us and others for any loss, actual damages, or fines from fire, smoke, or water and attorney's fees. We both must comply with any local smoke detector and carbon monoxide detector ordinances.

- 10.2. Duty to Report. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors or the carbon monoxide detectors. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. We both must comply with any local smoke detector and carbon monoxide detector ordinances.
- **10.3.** You agree to not install additional or different locks or latches on any doors or windows of the premises, unless we have consented in writing to such installation.
- 11. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below.

After termination, you are entitled only to a refund of your deposit(s) you paid and any rent you paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

- (a) If we give written notice to you when or after the initial term as set forth in Paragraph 3 (Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
- (b) If we give written notice to you before the initial term as set forth in Paragraph 3 (Term) and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

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- 12. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on page 1 of this Lease Contract. You must be enrolled as a part-time or full-time student in a college, university, or institution of higher learning as a condition and qualification of entering into this student housing lease.
 - 12.1. Photo/Video Release. When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.
 - 12.2. Limitations on Conduct. Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. Within the apartment community you, your occupant(s), and your guest(s) must not use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:
 - (a) the use of patios, balconies, and porches;
 - (b) the conduct of furniture movers and delivery persons; and
 - (c) recreational activities in common areas.

You'll be liable to us for damage caused by you or any guests or occupants.

- 12.3. Notice of Convictions and Registration. You agree to notify us if you or any occupants are convicted of (A) any felony, or (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.
- 12.4. Attendance and Enrollment. We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies $% \left(x\right) =\left(x\right) +\left(x\right)$ require this information. At our request, the educational institution may give us information about your enrollment
- 13. PROHIBITED CONDUCT. You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:
 - (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; unlawfully discharging a firearm in the apartment community; unlawfully displaying or possessing a gun, knife, or other weapon;
 - (b) behaving in a loud or obnoxious manner;

- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) injuring our reputation by making bad faith allegations against us to others;
- (f) storing anything in closets having gas appliances;
- (g) tampering with utilities or telecommunications;
- (h) bringing hazardous materials into the apartment community;
- (i) using windows for entry or exit;
- (j) heating the apartment with a gas-operated cooking stove or oven: or
- (k) smoking of any kind, in accordance with our policies.
- 14. PARKING. We may regulate the parking place of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone, including the number of vehicles allowed and location for parking. Motorcycles, motorized bikes, or scooters, may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may remove unauthorized or illegally parked vehicles from the apartment $community\ at\ your\ expense\ under the\ terms\ of this\ Lease\ Contract$ or by appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
 - (a) has a flat tire or other condition rendering it inoperable;
 - (b) is on jacks, blocks or has wheel(s) missing;
 - (c) has no current license plate or no current registration and/or inspection sticker;
 - (d) takes up more than one parking space;
 - (e) belongs to a resident or occupant who has surrendered or abandoned the apartment;
 - (f) is parked in a marked handicap space without the legally required handicap insignia;
 - (g) is parked in space marked for manager, staff, or guest at the office;
 - (h) blocks another vehicle from exiting;
 - (i) is parked in a fire lane or designated "no parking" area;
 - (j) is parked in a space marked for other resident(s) or apartment(s);
 - (k) is parked on the grass, sidewalk, or patio;
 - (l) blocks garbage trucks from access to a dumpster; or
 - (m) belongs to a resident and is parked in a visitor or retail parking space.
- 15. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

The termination of one resident or co-resident's lease or right of occupancy shall not terminate right of occupancy of the remaining resident or co-resident who is sharing the bedroom and/or apartment.

15.1. Death of Sole Resident. If you are the sole resident, upon your death the Lease Contract may be terminated without penalty with at least thirty (30) days written notice by your legal representative. You will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the bedroom or apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

> In the event of your death or incapacitation, you designate the following person for the purpose of removing your personal property and returning possession:

Name:	Sana	Yassin
Addres	ss:	

Phone number: (787) 243-4386

15.2. Release or Termination Due to a Family Violence Court Order. You may terminate the Lease Contract by giving us a thirty (30) day written notice and a copy of the family violence order as provided in O.C.G.A. § 44-7-23 if a Court has issued a civil or criminal family violence order protecting you or your minor child. If you obtained an ex parte temporary protective order (TPO) you must also provide a copy of the police incident report on which the order was based.

> The termination will take effect 30 days day after providing us your written Lease Contract termination notice accompanied by a copy of the family violence order;

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however, you may continue to occupy the apartment until the termination date. You will continue to be responsible for any past due rent and rent that comes due prorated through the date your Lease Contract termination is effective. Also, you are responsible for all other sums that come due or are incurred through the Lease Contract termination date.

If you signed the Lease Contract but have not yet taken possession of the apartment you may terminate the Lease Contract prior to taking possession by giving us at least fourteen (14) days written notice and providing a copy of the family violence order and a copy of the police incident report if the order was an ex parte TPO. If you give us a proper fourteen (14) day termination notice based on a family violence order prior to taking possession of the apartment you are not liable for payment of any rent or other fees, and the Lease Contract will terminate.

16. MILITARY TRANSFER AND LEASE TERMINATIONS.

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

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

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause thirty (30) days after delivery of your notice to us. You must furnish us a copy of your military orders, such as permanent change-ofstation orders, call-up orders, or deployment orders or written notification from your commanding officer. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (b) above will only release the resident who qualifies under (a) and (b) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in Paragraph 35 (Special Provisions), you represent when signing this Lease Contract that (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends.

Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under Paragraph 25 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

17. RESIDENT SAFETY AND LOSS. We are not liable to you, other residents in your apartment, or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes. We're not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage injury or loss unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must

ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

18. CONDITION OF THE PREMISES AND ALTERATIONS.

- 18.1. As-Is. We disclaim all implied warranties. You accept the apartment, fixtures, and furniture as is. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Prior to move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.
- Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. To the extent we provide permission to add an alarm system or where there is an alarm system in place, you agree to immediately (within 24 hours) provide Us with the alarm code for purposes of access to the premises in the event of an emergency or to perform requested or routine maintenance. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

19. REQUESTS, REPAIRS, AND MALFUNCTIONS.

19.1. Written Requests Required. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-MATTERS—IT MUST BE RELATED SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

- 19.2. Notifications and Requirements. You must promptly notify us in writing of: water leaks or excessive moisture; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.
- 19.3. Utilities. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 19.4. Casualty Loss and Equipment Repair. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.
- 19.5. Our Right to Terminate for Casualty Loss/Property Closure. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the Lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

20. ANIMALS.

- 20.1. No Animals Without Consent. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless we've so authorized in writing. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.
- 20.2. Removal of Unauthorized Animal. We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Paragraph 21 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.
- 20.3. Violations of Animal Policies and Charges. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ per animal (not to exceed \$100 per animal).

- per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.
- **21. WHEN WE MAY ENTER.** If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (b) below may peacefully enter the bedroom or apartment bedroom or at reasonable times for the purposes listed in (b) below. If nobody is in the bedroom or apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:
 - (a) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
 - (b) entry is for: responding to your request or any co-resident's; making repairs or replacements; estimating repair or $refurbishing \ costs; performing \ pest \ control; doing \ preventive$ maintenance; changing filters; testing or replacing smokedetector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents and for all other business related purposes.
- **22. NOTICES.** Notices and requests from you or any other resident or occupant of the apartment constitute notice from all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.
- 23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACE-MENTS. Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.
 - **23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:
 - (a) be in compliance with all terms of this Lease;
 - (b) execute a new Lease or other agreement for the space to which you are transferring;
 - (c) complete all required forms;
 - (d) pay a new security deposit in advance if required; and
 - (e) pay transfer fee of \$___350.00 in advance if you are moving from one apartment to another or \$__350.00 in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

23.2. Relocation. We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for rekeying if we require you to relocate.

- **23.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:
 - (a) a reletting charge will not be due;
 - (b) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
 - (c) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

23.4. Rental Prohibited. You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

Owner's Rights and Remedies

- 24. OUR RESPONSIBILITIES. We'll act with customary diligence to:
 - (a) keep common areas reasonably clean, subject to Paragraph 18 (Condition of the Premises and Alterations);
 - (b) maintain fixtures, hot water, heating and air-conditioning equipment;
 - (c) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; **and**
 - (d) make all reasonable repairs, subject to your obligation to pay for damages and items for which you are liable.
 - 24.1. Your Remedies. If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:
 - (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time:
 - (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities:
 - (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within seven (7) days;
 - (d) if repair hasn't been made within seven (7) days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law;
 - (e) you may terminate your tenancy under this provision only if the repair or condition is so material and substantial as to render the apartment unfit for habitation; and
 - (f) you must move out of the apartment on or before the termination date specified in your notice.

25. DEFAULT BY RESIDENT.

25.1. Acts of Default. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect, misleading, or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or drug paraphernalia are found in your apartment or you or your occupants or guests sell, distribute, solicit, possess, or control any illegal drugs or drug paraphernalia in your vehicle, your apartment, anywhere in the apartment community, or on your person; (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; or (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for

a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

- **25.2. Eviction.** If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by:
 - (a) regular mail;
 - (b) certified mail, return receipt requested;
 - (c) personal delivery to any resident;
 - (d) personal delivery at the apartment to any occupant over 16 years old;
 - (e) affixing the notice to the inside of the apartment's main entry door.

Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. In an eviction rent is owed through the date the lease is terminated or the date on which the apartment is re-rented to a new resident, whichever occurs first.

- 25.3. Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in Paragraph 35 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. The prevailing party may recover from the non-prevailing party 15% attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 16% interest per year from due date, compounded annually.
- 25.4. Mitigation of Damages. If you move out early, you'll be subject to Paragraph 9 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.
- **25.5. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

Disclaimer: If there is a breach of this Lease Contract and the law does not allow us to evict only the breaching resident, all non-defaulting co-residents may be relocated as provided under Paragraph 2 (Apartment) to evict the defaulting resident.

26. OTHER IMPORTANT PROVISIONS.

26.1. Representatives' Authority; Waivers; Notice.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given (and any faxtransmittal verification). Fax or electronic signatures are binding.

26.2. Entire Agreement. Neither we nor any of our representatives have made any oral promises, representations, or agreements.

26.3. Miscellaneous.

- (a) Exercising one remedy won't constitute an election or waiver of other remedies.
- (b) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- (c) All remedies are cumulative.
- (d) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- (e) This Lease Contract binds subsequent owners.
- (f) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
- (g) All provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies.
- (h) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- (i) Lease Contract obligations must be performed in the county where the apartment is located.
- (j) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

- (k) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.
- (m) Resident agrees and understands that the terms and conditions of this agreement, including any and all rules and regulations or other documents or policies referred to herein, will be construed and applied under and according to the laws of the state of Georgia.
- **26.4. Rooming House.** In no event shall the apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.
- **26.5. Force Majeure.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your Lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

26.6. Limitation on Actions. To the extent allowed by law, resident also agrees and understands that any legal action against Management or Owner must be instituted within one (1) year of the date any claim or cause of action arises and that any action filed after one (1) year from such date shall be time barred as a matter of law.

End of the Lease

- 27. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under Paragraphs 9 (Early Move-Out) and 25 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate or surrender the bedroom and apartment before the thirty (30)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
 - 27.1. Cleaning. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
 - 27.2. Move-Out Inspection. Within three (3) business days after the Lease Contract terminates and you vacate the premises or within three (3) business days after you surrender and we accept back possession of the apartment—whichever occurs first—we'll inspect your apartment and prepare a comprehensive list of damage done during your occupancy (over and above normal wear) and the estimated dollar value of the damage.

Upon your request within five (5) business days after the Lease Contract terminates and you vacate the premises or upon your request within five (5) business days after you surrender and we accept back possession of the apartment—whichever occurs first—you have the right to

inspect the premises and inspect our list of damages and estimated dollar value of the damages.

If you are present with us at the time of the inspection we will both sign the damage list which will become conclusive evidence of the accuracy of the list. If you refuse to sign the list, you must state specifically in writing the items on the list with which you object or dissent. You may note your objections or dissent on the list we prepare, or you may submit a separate list of your objections and dissent to our list.

In accordance with O.C.G.A. § 44-7-34 within thirty (30) days after obtaining possession of your apartment once the Lease Contract terminates and you vacate the premises or within thirty (30) days after you surrender and we accept possession of the premises —whichever occurs first—we will either: 1) return your full security deposit; or 2) return the remaining portion (if any) of your security deposit less any amounts we deducted for damages exceeding wear and tear, unpaid rent, or other charges or fees you owe us under the Lease Contract. If we do not return your full security deposit we will send you the remaining balance of the deposit (if any) along with a copy of the damage list and estimated value from our inspection.

If you vacate or surrender the premises without notifying us, we will inspect the premises and compile the list of damages and estimated value within a reasonable time after we discoveryou surrendered the premises or vacated.

If you are present at the move out inspection after vacating and sign the final damage list or if you are present at the move out inspection and do not object or dissent in writing to the items on the list, you are not entitled to recover your security deposit or other damages under O.C.G.A. § 44-7-35.

If you did not request a copy of the final damage list and you did not inspect the premises after vacating you still

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will have the right to dispute the damages we assessed against your security deposit.

If you did not request a copy of the final damage list and were not present for our inspection after vacating you still will have the right to dispute the damages we assessed against your security deposit.

28. SURRENDER AND ABANDONMENT.

You have *surrendered* the bedroom and the apartment when (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; *or* (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.

You have *abandoned* the bedroom and the apartment when all of the following have occurred (A) you appear to have moved out with the intention to give up all rights to occupy or use the apartment in our reasonable judgment; (B) you've been in default for non-payment of rent for five (5) consecutive days or water, gas, or electric service for the apartment that we are not responsible for paying has been terminated; *and* (C) you've not responded for two (2) days to our notice left on the inside of the main entry door, stating that we consider the bedroom abandoned.

- 28.1. The Ending of Your Rights. Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the bedroom or apartment; determine any security deposit deductions; and remove property left in the bedroom and apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the bedroom and apartment but do not affect our mitigation obligations.
- **28.2.** All property in the apartment is subject to a contractual lien to secure payment of delinquent rent. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.
- 28.3. Removal After Surrender, Abandonment, or Eviction.

 We or law officers may remove and/or store all property remaining in the bedroom, apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment.

- 28.4. Storage. We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the bedroom or apartment. We're not liable for casualty loss, damage, or theft of such property. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe.
- **28.5. Redemption.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.
- **28.6. Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are (1) left in the bedroom and apartment after surrender or abandonment; **or** (2) left outside more than 24 hours after a writ of possession is executed, following a judicial eviction.

Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than thirty (30) days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within thirty (30) days after sale.

General Provisions and Signatures

- **29. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.
- **30. ASSOCIATION MEMBERSHIP.** We represent that either: (A) we or; (B) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.
- **31. CANCELLATION.** If written cancellation is received within seventy-two (72) hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.
- **32. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
- 33. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original or electronic signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This Lease is the entire agreement between you and us. You acknowledge

that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

34. DISCLOSURE NOTICE. Name and address of the company or party authorized to manage the apartment community:

party authorized to manage the apartment community:

Cardinal Group Management, 4100 E.

Mississippi Ave, Denver, CO. 80246

Name and address of the company or party authorized to receive notices or lawsuits: Cardinal Group Management,

4100 E. Mississippi Ave, Denver, CO. 80246

Management's corporate name and license number as required

by the rules of the Georgia Real Estate Commission (Ga. R. & Reg. 520-1-.10 are ${\bf Cardinal}$ Group Management Midwest LLC

(Corporate Name of Licensed Managing Agent) and

(GREC corporate license number of Managing Agent).

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provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form. Before submitting a rental application or signing this Lease,	Date Signed Owner or Owner's Representative (signing on behalf of owner) Date Signed Name, address and phone number of managing agent for the	
you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or electronic signature on this Lease is as binding as an original signature. The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a	property for notice purposes. This person or entity is authoriz to receive services of process and to manage the property. Kinetic 1025 Spring Street Atlanta, GA 30309 (470) 427-3611	
contract has been formed even if the specific apartment or bedroom is to be assigned at a later date. Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.	Name and address of locator service (if applicable)	
You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place.	After-hours phone number (470) 427–3611 (Always call 911 for police, fire, or medical emergencies.)	
SPECIAL PROVISIONS (CONTINUED)		

35. SPECIAL PROVISIONS. The following or attached special | **Resident** (sign below)



ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION	N. Unit No	TBD	, 1025 Spring Street NW	
		(city) Georgia	(street address) in Atlanta 30309	(zip code).
LEASE CONTRACT DESCRIPT	ION. Lease Con			(21p couc)
Owner's Name: TE	3 West Peach	tree LLC		
_				
Residents (list all residents): No.	oor Hasan			
_				
_				
			day of the month will be cons: non-refundable late fee of \$!	
			be charged each day thereafter the beath to be charged each day of the month and continu	
and all Additional Rent	t is paid in	full. If the	rent due date falls on a holic	day observed by
			yment must be made on the first onsidered as Additional Rent. 1	
due and payable when as			moracion de martirale monte.	
Resid	ent(s)		Date of Signing Adden	dum
(All resident	s must sign)			
Owner or Owner'	's Representativ	ve	Date of Signing Adden	dum
			-	

UTILITY AND SERVICES ADDENDUM



("We" and/or "we" and/or "us") and Noor Hasan	
("You" and/or "you") of Apt. No located at 1025 Spring Street NW	
(street address) in Atlanta , GA 30309 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Who terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum control.	ere the
1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will indicated below.	l be as
a) Water service to your dwelling will be paid by you either: directly to the utility service provider; or water bills will be billed by the service provider to us and then allocated to you based on the following formula: 1 If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable Conservice	
b) Sewer service to your dwelling will be paid by you either: directly to the utility service provider; or sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable	
c) Gas service to your dwelling will be paid by you either: directly to the utility service provider; or gas bills will be billed by the service provider to us and then allocated to you based on the following formula: If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable	
d) Trash service to your dwelling will be paid by you either: directly to the utility service provider; or trash bills will be billed by the service provider to us and then allocated to you based on the following formula: If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable	
e) Electric service to your dwelling will be paid by you either: directly to the utility service provider; or electric bills will be billed by the service provider to us and then allocated to you based on the following formula: If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable Conservice	
f) Stormwater service to your dwelling will be paid by you either: directly to the utility service provider; or stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable	
g) Cable TV service to your dwelling will be paid by you either: directly to the utility service provider; or cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable	
h) Master Antenna service to your dwelling will be paid by you either: directly to the utility service provider; or master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable	
i) Internet service to your dwelling will be paid by you either: directly to the utility service provider; or internet bills will be billed by the service provider to us and then allocated to you based on the following formula: If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable	
 j) Pest Control service to your dwelling will be paid by you either: directly to the utility service provider; or pest control bills will be billed by the service provider to us and then allocated to you based on the following formula:	

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13	(0.1)			211 (11 %)
K)	(Other) directly to the utility service provide	ler: or	_ service to your dwelling w	fill be paid by you either:
	bills will be billed by the service pro	ovider to us and the	n allocated to you based on t	the following formula:
	☐ If flat rate is selected, the curre ☐ 3rd party billing company if ap	nt flat rate is \$	per month.	
	_ 1	•		
l)	(Other)		_ service to your dwelling w	vill be paid by you either:
	directly to the utility service provided bills will be billed by the service provided by the service p		n allocated to you based on t	the following formula:
	If flat rate is selected, the curre			The following for mula.
	3rd party billing company if ap	plicable	1	
ME	TERING/ALLOCATION METHOD KEY			
"1"	- Sub-metering of all of your water/gas			
"2" "3"	Calculation of your total water use baCalculation of your total water use ba			
"4"	- Flat rate per month	isca on sub-ineterm	g of cold water	
"5"				
"6" "7"	 Allocation based on the number of pe Allocation based on square footage o 			o occupancy formula
"8"	- Allocation based on a combination o			number of persons residing in your
" 0"	dwelling unit			
	 Allocation based on the number of be Allocation based on a lawful formula 		elling unit	
10	(Note: if method "10" is selected, a se		attached describing the form	mula used)
		•	o o	,
	ocation formulas are used when the apa			
	uare footage of the apartment, number of d average water usage for that floor pla			
	ed, we or our billing company will calculate			
	th state and local statutes. Under any allo			
	in other residential units as well as admi rmula as a basis for estimating total utili			
	ay or may not accurately reflect actual tot			
	determining your allocated share of ut			
	oviding written notice to you. More det ovided upon request.	ailed descriptions o	of billing methods, calculation	ons and allocation formulas will be
•	•			
	a flat fee method for trash or other utility s s may be amended with written notice as			
	d that the amount billed is not based on			e amount for the service(s) provided
	hen billed by us directly or through our			
	lity bill is issued at the place indicated of a late fee as indicated below. The late p			
	the Lease and we will exercise all remed			
ex	tent there are any new account, monthly	administrative, late	e or final bill fees, you shall p	pay such fees as indicated below.
Νe	ew Account Fee:	\$ (no	ot to exceed \$)	
	onthly Administrative Billing Fee:		ot to exceed \$)	
	te Fee:		ot to exceed \$)	
	nal Bill Fee:		ot to exceed \$)	
If	allowed by state law, we at our sole disci	retion may amend th	nese fees, with written notic	e to you.
4. Voi	u will be charged for the full period of t	ima that you word li	ving in occupying or rospo	ancible for nayment of rent or utility
ch:	arges on the dwelling. If you breach the L	ease, you will be res	sponsible for utility charges	for the time period you were obliged
to	pay the charges under the Lease, subject	to our mitigation of	damages. In the event you fa	il to timely establish utility services,
	may charge you for any utility service bithe utility service in the amount of \$		velling and may charge a reas	sonable administration fee for billing
101	the utility service in the amount of \$	·		
5. Wł	nen you move out, you will receive a final	bill which may be e	stimated based on your prio	r utility usage. This bill must be paid
at	the time you move out or it will be deduc	cted from the securi	ty deposit.	
C 117	a are not liable for any la d-	na way imay == = =	rult of outcome intervent	on fluctuations in utility
	e are not liable for any losses or damage ovided to the dwelling unless such loss o			
fro	om any and all such claims and waive any	claims for offset or		
to	such outages, interruptions, or fluctuati	ons.		

- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
- **9.** You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
- **10.** You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

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12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract. An annual, \$72 utility billing fee shall be due upon Move-In. This fee covers all utility billing costs directly incurred by the community from our utility management provider for each resident for the Lease Term, as well as community-wide sustainability costs. Resident Signature ___ Resident Signature ___ Date ___ Resident Signature _____ Resident Signature Date _____ Resident Signature _____ Date _____ Resident Signature _____ Date _____ Management ____

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this

Addendum and the terms of the Lease, the terms of this Addendum shall control.

CONSTRUCTION ADDENDUM



DWELLING UNI	T DESCRIPTIO	N.
Unit No	TBD	, 1025 Spring
Street NW		
		(street address)
	Atlan	
<i>(city)</i> , Georgia, _	30309	(zip code).
	ACT DESCRIPTION	
Lease Contract I	Date: March 4,	, 2024
Owner's name: !	IB West Peac	htree LLC
Residents (list a	ll residents):	
Noor Hasan	,	
NOOL Hasan		

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- **3. PURPOSE OF ADDENDUM.** By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.
- 4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY. Resident acknowledges that the property, including its common areas and apartments, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.
- **5. USE OF AMENITIES AND SERVICES.** Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.
- 6. NOISE AND OTHER DISTURBANCES. Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. RELEASE OF LIABILITY. To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident's inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description:	
Anticipated Start Date:	
Anticipated End Date: _	

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. DELAY OF OCCUPANCY. Resident acknowledges that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to:

(1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the apartment not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the apartment ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the apartment, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

- 9. DISPLACEMENT. In the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect.
- 10. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:	
Resident or Residents (All residents must sign)	Owner or Owner's Representative (signs below)
	Date of Signing Addendum



Protect Your **Family From** Lead in Your Home





United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

March 2021

Are You Planning to Buy or Rent a Home Built **Before 1978?**

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- · How lead gets into the body
- · How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or leadbased paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

• Read EPA's pamphlet, The Lead-Safe Certified Guide to Renovate Right, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- · Always keep painted surfaces in good condition to minimize
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead
- · Talk to your landlord about fixing surfaces with peeling or
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- · Wash children's hands, bottles, pacifiers, and toys often.
- · Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

1

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- · Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- · Poor muscle coordination
- · Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death

Although children are especially susceptible to lead exposure, lead can be dangerous for a dults, too.

In adults, exposure to lead can cause:

- · Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- · High blood pressure
- Digestive problems
- Nerve disorders
- · Memory and concentration problems

Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- · Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

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Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint. $^{\!1}$

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- · On windows and window sills
- · Doors and door frames
- $\, \bullet \,$ Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- + 10 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- \cdot 100 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- \cdot 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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[&]quot;Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint inspection tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - · Lab tests of paint samples
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - · Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call 1-800-424-LEAD (5323) for a list of contacts in your area.³

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What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover leadcontaminated soil. These actions are not permanent solutions and will need ongoing attention.
 - e eed liting by hiring an EPA- or state-
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or statecertified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- ${\hspace{0.1em}\raisebox{0.7ex}{\textbf{.}}\hspace{0.2em}} 100~\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 μg/ft² for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, The Lead-Safe Certified Guide to Renovate Right



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- Contain the work area. The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much leadcontaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- Clean up thoroughly. The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- Dispose of waste properly. Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

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Lead in Drinking Water

Other Sources of Lead

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead. $\label{eq:contain}$

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula.
 Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator)
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- Lead smelters or other industries that release lead into the air.
- Your job. If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old toys and furniture may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in lead crystal or lead-glazed pottery or porcelain may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset

In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water HotlineFor information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or safer products.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws a pply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

 $Hearing-\ or\ speech-challenged\ individuals\ may\ access\ any\ of\ the\ phone\ numbers\ in\ this\ brochure\ through\ TTY\ by\ calling\ the\ toll$ free Federal Relay Service at 1-800-877-8339.

U. S. Environmental Protection Agency (EPA) **Regional Offices**

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact U.S. EPA Region 1 U.S. EPA Region 1 5 Post Office Square, Suite 100, OES 05-4 Boston, MA 02109-39 12 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 205, Mail Stop 225 Edison, NJ 0883 7-3 679 (73 2) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadel phia, PA 19103 (215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact U.S. EPA Region 4 AFC Tower, 12th Floor, Air, Pesticides & Toxics 61 For syth Street, SW Atlanta, 6A, 30303 (404) 562-8998

Region 5 (Illino is, Indiana, Michigan, Minnesota, Ohio, Wisconsin) Regional Lead Contact U.S. EPA Region 5 (LL-17J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact U.S. EPA Region 6 U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75 202-2733 (214) 665-2704

Region 7 (low a, Kansas, Missouri, Nebraska)

Regional Lead Contact U.S. EPA Region 7 11201 Renner Blvd. Lenexa, KS 66219 (800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact U.S.EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact U.S. EPA Region 9 (CMD-4-2) 75 Hawthome Street San Francisco, CA 94105 (415) 947-4280

Region 10 (Alaska, Idaho, Oregon,

Washington)
Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxis Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

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Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway Bethesda, MD 20814-4421 1-800-638-2772 cpsc.gov or saferproducts.gov

U.S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 (202) 402-7698 hud.gov/lead

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U. S. EPA Washington DC 20460 U. S. CPSC Bethesda MD 20814 U. S. HUD Washington DC 20410

EPA-747-K-12-001 March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and **Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint 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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure	t and /or lead-hased	l paint hazards (<i>check (i) or (ii) bel</i> d	ow).
		sed paint hazards are present in the	
-			
(ii) 🗷 Lessor has no knowle	edge of lead-based p	paint and/or lead-based paint haza	rds in the housing.
	he lessee with all av	cck (i) or (ii) below): vailable records and reports pertainousing (list documents below).	ning to lead-based paint
(ii) X Lessor has no reports the housing.	or records pertaini	ing to lead-based paint and/or lead	-based paint hazards in
Lessee's Acknowledgement (i	nitial)		
(c) Lessee has rece	ived copies of all in	formation listed above.	
(d) Lessee has rece	ived the pamphlet F	Protect Your Family from Lead in Yo	our Home.
Agent's Acknowledgement (in	itial)		
	med the lessor of thonsibility to ensure	ne lessor's obligations under 42 U.S compliance.	S.C. 4852d and is aware
Certification of Accuracy The following parties have revie information they have provided		n above and certify, to the best of the.	eir knowledge, that the
TB West Peachtree LLC,	1025 Spring S	treet NW #TBD	
A	u OD atmost adduses		lanta
Apartment Name & unit numbe	r UK street address	of dwelling City	
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
TB West Peachtree LLC		_ _	
Lessor (Owner)		Agent	
Date			

BED BUG ADDENDUM



March 4, 2024 (when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1.	DWELLING UNIT DESCRIPTION.							
	Unit No.	TBD	, 1025 Spring					
	Street NW							
			(street address) in					
	Atlanta							
	<i>(city)</i> , Georgia, _	30309	(zip code).					
2.		CT DESCRIPTION	==					
)ate: March 4, 2						
	Owner's name: 1	B West Peacht	ree LLC					
	Residents (list all residents):							
	Noor Hasan							

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.
- 4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:
 - YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN. OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION:

• YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

- **6. NOTIFICATION.** You must promptly notify us:
 - of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
 - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the
 - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
- **7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
- 8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

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9.	TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.	10.	SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
	You are legally bound by this do	cum	ent. Please read it carefully.
	Resident or Residents (All residents must sign)		Owner or Owner's Representative (Signs below)
_			Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless. flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food sourcethe bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- · Bed frames
- Mattress seams
- · Upholstered furniture, especially under cushions and along seams
- · Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- · Crown moldings
- · Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- Do not bring used furniture from unknown sources into your dwelling. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of secondhand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- Do address bed bug sightings immediately. Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- Do comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



INVENTORY AND CONDITION FORM



MOVE IN. Before you take possession of the dwelling, we're providing you with this move-in condition form which is a comprehensive list of any existing damage to the premises. If you sign the move-in list as prepared by us without disputing its accuracy, the accuracy of the list shall be conclusive of the damages and conditions noted. By statute, if you refuse to sign the move-in list as prepared by us or you disagree with or dispute the accuracy of the list, you must either (1) sign and note on this form the item with which you disagree; or (2) refuse to sign our list and give us a signed, written notice of your objections or additions to the list with which you disagree, dissent, or dispute; and then return it to us before taking possession. If you fail to sign the list we prepared (either with or without the items with which you disagree) or you fail to provide us your own signed, written list of the items with which you disagree, you cannot recover your security deposit or any other damages to which you would have otherwise been entitled under OCGA 44-7-35. Unless damages or defects are noted below, the area of the premises is presumed to be in an undamaged, clean, safe, and good working condition. Blank spaces mean there are no damages.

MOVE OUT. Within 3 business days after the Lease Contract terminates and you vacate the premises or within 3 business days after you surrender and we accept back possession of the apartment - whichever occurs first - we'll inspect the apartment and provide you a comprehensive list of damage done during your occupancy (over and above normal wear) and the estimated dollar value of the damage. Upon your request within 5 business days after the Lease Contract terminates and you vacate the premises or *upon your request* within 5 business days after you surrender and we accept back possession of the apartment - whichever occurs first - you have the right to inspect the premises and inspect our list of damage and estimated dollar value of the damage within.

If You Are Present at the Move-Out Inspection: If you are present at the move-out inspection and sign the move-out list as prepared by us without disputing its accuracy, then the accuracy of the list shall be conclusive of the damages and conditions noted.

By statute if you *are* present at the move-out inspection and *refuse* to sign the move-out list as prepared by us or you disagree with or dispute the accuracy of the list, you must either (1) sign and note on this form the items with which you disagree; (2) refuse to sign our list and give us a signed, written notice of the items (damages or their estimated amount) with which you disagree, dissent, or dispute, and return the list or notice to us.

If you are present at the move-out inspection and fail to sign the list we prepared (either with or without the items with which you disagree) or you fail to provide us your own signed, written list of the items with which you disagree, you cannot recover your security deposit or any other damages to which you would have otherwise been entitled under OCGA 44-7-35.

If You Are *Not* **Present at the Move-Out Inspection:** If you are *not present at the move-out inspection* after vacating and do *not* request a copy of our move-out damage list you may still dispute the damages we assessed.

If you do not inspect the premises after vacating and do not request a copy of our move-out damage list you may still dispute the damages we assessed.

DWELLING UNIT DESCRIPTION.	Unit No	TBD	, 1025 Spri	ng Stree	t NW	
Atlanta			<i>(city)</i> , Georgia, .		30309	(street address) in (zip code).
LEASE CONTRACT DESCRIPTION						(zip code).
Owner's name: TB West Peach						
Owner's name: _ID West Feats	ICIGE IIIC					
Residents (list all residents):						
Noor Hasan						
Resident's Name: Noor Hasan						
Home Phone: ()		W	ork Phone: (_)		_
Resident's Name: Home Phone: ()		W	ork Phone: (_)		_
Resident's Name: Home Phone: ()		W	ork Phone: (_)		
Resident's Name:		W	ork Phone: (_)		_
Resident's Name: Home Phone: ()		W	ork Phone: (_)		_
Resident's Name: Home Phone: ()		W	ork Phone: (_)		
	☐ Move-In	or 🗆 I	Move-Out Condi	tion (Check	cone)	
Living Room			Kitchen			
Walls			Walls			
Wallpaper			— — Wallnaner			
Plugs, Switches, A/C Vents						
Woodwork/Baseboards						
Ceiling						
Light Fixtures, Bulbs			Light Fixtures	s, Bulbs		
Floor/Carpet						
Doors, Stops, Locks			Doors, Stops, I	Locks		
Windows, Latches, Screens			Windows, Lat	ches, Screens	5	
Window Coverings			Window Cove	rings		
Closets, Rods, Shelves						
Closet Lights, Fixtures			Countertops_			
Lamps, Bulbs						
Water Stains on Walls or Ceilings						
Other						
			Dishwasher, D	ispensers, R	acks	

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Sink/Disposal	, .
Microwave	
Plumbing Leaks or Water Stains on Walls or Ceilings	
	Windows, Latches, Screens
Other	
General Items	Closets, Rods, Shelves
Thermostat	Closet Lights, Fixtures
Cable TV or Master Antenna	
A/C Filter	
Washer/Dryer	Bath (describe which one):
Garage Door	
Ceiling Fans	
Exterior Doors, Screens/Screen Doors, Doorbell	
Excertor Boord, detected detects boord, boorden	Plugs, Switches, A/C Vents
Fireplace	
Other_	·
	Light Fixtures, Bulbs
Dining Room	Exhaust Fan/Heater
Walls	Floor/Carpet
	· ·
Wallpaper	Boord, Brooks
Plugs, Switches, A/C Vents	Windows, Latches, Screens
Woodwork/Baseboards	——— Window Coverings
Ceiling	Sink, Faucet, Handles, Stopper
Light Fixtures, Bulbs	
Floor/Carpet	
Doors, Stops, Locks	, I
Windows, Latches, Screens	
Window Coverings	
Closets, Rods, Shelves	
Closet Lights, Fixtures	
Water Stains on Walls or Ceilings	
Other	Other
Halls	
Walls	Half Bath
Wallpaper	
Plugs, Switches, A/C Vents	——— Wallpaper
Woodwork/Baseboards	Plugs, Switches, A/C Vents
Ceiling	Woodwork/Baseboards
Light Fixtures, Bulbs	Ceiling
Floor/Carpet	,
	Exhaust Fan/Heater
Doors, Stops, Locks	Floor/Carpet
Closets, Rods, Shelves	
Closet Lights, Fixtures	, r,
Water Stains on Walls or Ceilings	
Other	
Exterior (if applicable)	Sink, Faucet, Handles, Stopper
Patio/Yard	Countertops
Fences/ Gates	
Faucets	Cabinets, Drawers, HandlesToilet, Paper Holder
Balconies	1011ct) 1 upc1 1101uc1
Other	Plumbing Leaks or Water Stains on Walls or Ceilings
	Trumbing beaks of water stams on wans of centings
Bedroom (describe which one):	
Walls	
Wallpaper	
Plugs, Switches, A/C Vents	
Woodwork/Baseboards	r r
Ceiling Light Fixtures, Bulbs	1 lugs, switches, il a vents
Floor/Carpet	Wood work/ Baseboards
Ploof/ Cal pet	
Doors, Stops, Locks	Light Fixtures, builds
Windows, Latches, Screens	
Window Coverings	
Closets, Rods, Shelves	, I ,
Closet Lights, Fixtures	
Water Stains on Walls or Ceilings	William Coverings
Other	
	Water Stains on Walls or Coilings
Bedroom (describe which one):	Other
Walls	
Wallpaper	
Plugs, Switches, A/C Vents	TAT 11
Woodwork/Baseboards	Wallpaper
Ceiling	Plugs, Switches, A/C Vents
Light Fixtures, Bulbs	Woodwork/Baseboards

Ceiling Light Fixtures, Bulbs Exhaust Fan/Heater	
	Door Knob Locks
Floor/Carpet	
/ r -	The state of the s
Doors, Stops, Locks	
Windows, Latches, Screens	
Window Coverings	
Sink, Faucet, Handles, Stopper	
Countertops	Window Latches
Mirror	Porch and Patio Lights
Cabinets, Drawers, Handles	
Toilet, Paper Holder	
Bathtub, Enclosure, Stopper	Fire Extinguishers (look at charge level BUT DON'T TEST!)
Shower, Doors, Rods	
Tile	
Plumbing Leaks or Water Stains on Walls or Ceilings	
Othou	Other
Other	
	Date of Mouse Lev
	Date of Move-In:
	or
	Date of Move-Out:
Upon receipt of this completed form, Landl for Resident as Landlord, in Landlord's so	ord agrees to make such changes or accommodations
	The opinion, deems are appropriate.
	The opinion, deems are appropriate.
working, except as noted above. All items will be assumed to be in written operating instructions on the alarm system and gate detector(s) and verify that they are operating correctly. You ack no signs of bedbugs or other pests are present. This unit is in a d	and tested all of the safety-related items (if in the dwelling) and that they are good condition unless otherwise noted on this form. You acknowledge receiving access entry systems (if there are any). You acknowledge testing the smoke nowledge that you and management have inspected the dwelling unit and tha lecent, safe and sanitary condition.
working, except as noted above. All items will be assumed to be in written operating instructions on the alarm system and gate detector(s) and verify that they are operating correctly. You ack no signs of bedbugs or other pests are present. This unit is in a d In signing below, you accept this inventory as part of the Lease for purposes of determining any refund due to you when you ment to be assumed to be in written and the system.	and tested all of the safety-related items (if in the dwelling) and that they are good condition unless otherwise noted on this form. You acknowledge receiving access entry systems (if there are any). You acknowledge testing the smoke nowledge that you and management have inspected the dwelling unit and that lecent, safe and sanitary condition.
working, except as noted above. All items will be assumed to be in written operating instructions on the alarm system and gate detector(s) and verify that they are operating correctly. You ack no signs of bedbugs or other pests are present. This unit is in a d In signing below, you accept this inventory as part of the Lease for purposes of determining any refund due to you when you ment to be assumed to be in written and the system.	and tested all of the safety-related items (if in the dwelling) and that they are good condition unless otherwise noted on this form. You acknowledge receiving access entry systems (if there are any). You acknowledge testing the smoke nowledge that you and management have inspected the dwelling unit and tha lecent, safe and sanitary condition.
working, except as noted above. All items will be assumed to be in written operating instructions on the alarm system and gate detector(s) and verify that they are operating correctly. You ack no signs of bedbugs or other pests are present. This unit is in a d In signing below, you accept this inventory as part of the Lease for purposes of determining any refund due to you when you me Resident or Resident's Agent:	and tested all of the safety-related items (if in the dwelling) and that they are good condition unless otherwise noted on this form. You acknowledge receiving access entry systems (if there are any). You acknowledge testing the smoke nowledge that you and management have inspected the dwelling unit and that lecent, safe and sanitary condition. The Contract and agree that it accurately reflects the condition of the premises nove out.

LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



l.	Unit No	5.	REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates,
	Street NW		fencing, locks or related equipment.
	(street address) in	6	FOLLOW WRITTEN INSTRUCTIONS. We ask that you and
	Atlanta (city), Georgia,(zip code).	0.	all other occupants read the written instructions that have
			been furnished to you regarding the access gates. This is
2.	LEASE CONTRACT DESCRIPTION.		important because if the gates are damaged by you or other
	Lease Contract Date: March 4, 2024 Owner's name: TB West Peachtree LLC		occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection
			of damage amounts will be pursued.
		7.	PERSONAL INJURY AND/OR PERSONAL PROPERTY
			DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against
	Residents (list all residents):		gate malfunctions. We make no representations or guarantees
	Noor Hasan		to you concerning security of the community. Any measures,
			devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and
			any benefit to you of the same is purely incidental. Anything
			mechanical or electronic is subject to malfunction. Fencing,
			gates or other devices will not prevent all crime. No security
			system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents,
			their families, occupants, guests and invitees from crime is
			the sole responsibility of residents, occupants and law
			enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or
	This Addendum constitutes an Addendum to the above		is suspected. We are not liable to any resident, family member,
	described Lease Contract for the above described premises,		guest, occupant or invitee for personal injury, death or
	and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this		damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian
	Addendum vary or contradict any terms or conditions found		access gates. We reserve the right to modify or eliminate
	in the Lease Contract, this Addendum shall control.		security systems other than those statutorily required. You
3.	REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.		will be held responsible for the actions of any persons to whom you provide access to the community.
	X Remote control for gate access. Each person who is		
	listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each	8.	RULES IN USING VEHICLE GATES.
	additional remote control for you or other occupants will require a \$ 50.00 non-refundable fee.		 Always approach entry and exit gates with caution and at a very slow rate of speed.
	Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to		 Never stop your car where the gate can hit your vehicle as the gate opens or closes.
	use during his or her residency. Each additional card for you or other occupants will require a \$		 Never follow another vehicle into an open gate. Always use your card to gain entry.
	non-refundable fee. Code for gate access. Each resident will be given, at no		• Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
	cost, an access code (keypad number) for the pedestrian		• Never force the gate open with your car.
	or vehicular access gates. It is to be used only during your residency. We may change the access code at any time		• Never get out of your vehicle while the gates are opening
	and will notify you of any such changes.		or closing.
Ļ.	DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS,		 If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the
•	CARDS OR CODE CHANGES.		trailer may cause recognition problems with the safety loop
	If a remote control is lost, stolen or damaged, a		detector and could cause damage.
	\$ fee will be charged for a replacement. If a remote control is not returned or is returned damaged		\bullet Do not operate the gate if there are small children nearby
	when you move out, there will be a \$ 50.00		who might get caught in it as it opens or closes.
	deduction from the security deposit. If a card is lost, stolen or damaged, a \$ fee		• If you lose your card, please contact the management office immediately.
	will be charged for a replacement card. If a card is not		• Do not give your card or code to anyone else.
	returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.		• Do not tamper with gate or allow your occupants to tamper or play with gates.
	☐ We may change the code(s) at any time and notify you		
	accordingly.		

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	-
Resident or Residents	Owner or Owner's Representative
(All residents must sign here)	(signs here)
	-
	Date of Lease Contract
	March 4, 2024

NO-SMOKING ADDENDUM



March 4, 2024

(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

Unit No, 1025 Spring	health, safety, and welfare of other residents inside any
Street NW	dwelling or building is also prohibited by this Addendum and
(street address) in	other provisions of the Lease Contract.
Atlanta	
(city), Georgia,(zip code).	5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially
LEASE CONTRACT DESCRIPTION.	designated areas outside the buildings of the apartment
Lease Contract Date: March 4, 2024	community. Smoking must be at least <u>25</u> feet from the
Owner's name: TB West Peachtree LLC Residents (list all residents):	buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.
Noor Hasan	Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling \(\square is \(\mathbb{X}\) is not permitted.
	The following outside areas of the community may be used for smoking:
This Addendum constitutes an Addendum to the above	Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or

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

described Lease Contract for the above described premises,

and is hereby incorporated into and made a part of such Lease

Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found

in the Lease Contract, this Addendum shall control.

1. DWELLING UNIT DESCRIPTION.

APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the nosmoking policy is a material and substantial violation of this

Addendum and the Lease Contract.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

certain limited hat vou and vour e and desist from the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

Smoking of non-tobacco products which are harmful to the

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

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

AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME

other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the nosmoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

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12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
Owner or Owner's Representative (Signs here)

CRIME/DRUG FREE HOUSING ADDENDUM



2.	DWELLING UNIT DESCRIPTION. Unit No TBD, 1025 Spring Street NW (street address) in Atlanta (city), Georgia, 30309 (zip code). LEASE CONTRACT DESCRIPTION.	 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.) 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having
	Lease Contract Date: March 4, 2024 Owner's name: TB West Peachtree LLC Residents (list all residents): Noor Hasan	excessive vehicle or foot traffic associated with his or her unit. 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage. 7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
		8. Engaging in any activity that constitutes waste, nuisance, or unlawful use. B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of
	ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the abovementioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:	any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause. 5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.
4.	CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:	6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
	A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:	
	 Engaging in any act intended to facilitate any type of criminal activity. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest. 	
	3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Georgia and/or the Federal Controlled Substances Act.	
	Resident or Residents (sign here)	Date of Signing Addendum
	Owner or Owner's Representative (signs here)	Date of Signing Addendum



PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



1.	DWELLING UNIT DESCRIPTION. Unit No	4. PHOTO AND VIDEO RELEASE. You hereby grant us and our agents and affiliates (collectively, the "Released Parties")
	Street NW (street address) in Atlanta	permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our
	(city), Georgia, 30309 (zip code).	publications, including, without limitation, any website entries,
2		advertising websites, and any other marketing materials. You
۷.	Lease Contract Date: March 4, 2024	understand and agree that these materials will become the
	Owner's name: TB West Peachtree LLC	property of the Released Parties and will not be returned.
	owner shame. 12 Nost Teachington 120	You agree to irrevocably authorize the Released Parties to
		edit, alter, copy, exhibit, publish, or distribute this media for
		any lawful purpose whatsoever including, without limitation,
		promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written
	Residents (list all residents):	or electronic copy, wherein your likeness appears now or in
	Noor Hasan	the future. In addition, you waive any right to payment,
		royalties, or any other compensation arising or related to the
		use of the media.
		5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN
		COMMENTS, AND STATEMENTS. You are expressly
		agreeing to allow us to post your name, picture, written
		comments, and statements, and/or the names, pictures,
		written comments and statements of any minor occupants in
		any and all of our publications, including, without limitation,
		any website entries, advertising websites, social media
		websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use,
	Occupants (list all occupants):	reproduce, and publish any media on its website, social media
		platforms, or in other marketing-related materials, whether
		in electronic or print form.
		6. RELEASE OF LIABILITY. You hereby release, hold harmless,
		and forever discharge us from any claims or causes of actions
		including, without limitation, any and all claims for libel or
		violation of any right of publicity or privacy, related to our
		use of the media in any and all of our publications, including
		any website entries, advertising websites, social media
		websites, and any other marketing material so long as the
		claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release
		shall be binding upon you and your heirs, legal representatives
	This Addendum constitutes an Addendum to the above	and assigns.
	described Lease Contract for the above described premises,	7. REVOCATION. You have the right to revoke your consent
	and is hereby incorporated into and made a part of such Lease	to our use of your name, picture, video, voice, written
	Contract. Where the terms or conditions found in this	comments, or statement, and/or the name, picture, video,
	Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.	voice, written comments, or statement of any minor occupants,
3.	PURPOSE OF ADDENDUM. By signing this Addendum, you,	by written notice to us.
	without payment or other consideration, agree to grant us	8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
	permission to use your likeness in photographs, videos and/	control over commetting provisions of this printed form:
	or other electronic and/or digital reproductions, including	
	voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social	

A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will

hereinafter be collectively referred to as "media."

- by grant us and eleased Parties") and publish the all photographs iny and all of our y website entries, ng materials. You will become the not be returned. eased Parties to te this media for ithout limitation. aive the right to iding any written opears now or in ght to payment, or related to the
- ESS, WRITTEN are expressly picture, written ames, pictures, nor occupants in thout limitation, es, social media ials. You hereby a license to use. site, social media iterials, whether
- se, hold harmless, causes of actions laims for libel or y, related to our ations, including es, social media al so long as the n our intentional sent and release l representatives
- ke your consent voice, written , picture, video, minor occupants,

Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
	Date of Signing Addendum

LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT



	DWELLING UNIT DESCRIPTION. Unit No TBD, 1025 Spring Street NW (street address) in Atlanta (city), Georgia, 30309 (zip code). LEASE CONTRACT DESCRIPTION. Lease Contract Date: March 4, 2024 Owner's name: TB West Peachtree LLC Residents (list all residents): Noor Hasan	7. Your record to the condition of the c	UBROGATION ALLOWED. You and we agree that abrogation is allowed by all parties and that this agreement apersedes any language to the contrary in the Lease Contract. OUR INSURANCE COVERAGE. You have purchased the equired personal liability insurance from the insurance ompany of your choosing listed below that is licensed to do usiness in this state, and have provided us with written roof of this insurance prior to the execution and ommencement of the Lease Contract. You will provide diditional proof of insurance in the future at our request. DEFAULT. Any default under the terms of this Addendum hall be deemed an immediate, material and incurable default nader the terms of the Lease Contract, and we shall be entitled
		9. M A C b L	IISCELLANEOUS. Except as specifically stated in this ddendum, all other terms and conditions of the Lease ontract shall remain unchanged. In the event of any conflict etween the terms of this Addendum and the terms of the ease Contract, the terms of this Addendum shall control.
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.	- - - - -	
3.	ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) or the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 10000.00 peroccurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.	- - - - - - - - - -	
4.	REQUIRED POLICY. You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$\frac{10000.00}{\text{out}}\$, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Georgia. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.	- - - - - - -	
5.	We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.	- - - - -	



I have read, understand and agree to co	omply with the preceding provisions.
Resident or Residents (All residents must sign here)	Owner or Owner's Representative (Signs here)
	Date of Lease Contract
	March 4, 2024

ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



	DWELLING UNIT DESCRIPTION. Unit No	6.	to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as
	Lease Contract Date: March 4, 2024 Owner's name: TB West Peachtree LLC		such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.
	Residents (list all residents): Noor Hasan	7.	RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you shall indemnify us, are responsible for, and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.	8.	Addendum. SEVERABILITY. If any provision of this Addendum or the Lease Contract is determined to be invalid or unenforceable under applicable law, such provision shall be severed from the remainder of such enforceable provisions and ineffective
3.	SHORT TERM SUBLEASE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.	9.	to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
4.	PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.		
5.	VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling		
	Resident or Residents (All residents must sign)	_	Owner or Owner's Representative (Signs below)
_			Date of Signing Addendum
		_	

373.7377

LEASE CONTRACT GUARANTY

Do not sign this form unless you understand that you have the same liability as all residents for rent and other monies owed.



Lease Contract Information		
ABOUT LEASE: Date of Lease Contract (top left hand corner of Lease		
Contract): March 4, 2024		
Owner's name: TB West Peachtree LLC		
	Unit No and street address of dwelling	
	being leased: 1025 Spring Street NW	
Resident names (list all residents on Lease Contract):		
Noor Hasan	City/State/Zip of above dwelling: Atlanta, GA 30309	
	Grey/ State/ Zip of above arrening.	
	Monthly rent for dwelling unit: \$ 1385.00	
	Beginning date of Lease Contract: 08/14/2024	
	Ending date of Lease Contract: 07/31/2025	
Guarantor Information Use for one guard	antor only (can include spouse of guarantor)	
ABOUT GUARANTOR: Full name (exactly as on driver's license or govt.	Manager's name:	
ID card)	Phone:	
	Your Social Security #: ***-**-xxxx	
	Driver's license # and state: *****	
Current address where you live: C15 Calle Los Prados Guaynabo PR 00969	OR govt. photo ID card #:	
Phone:	Birthdate: xx/xx/xxxx Sex:	
Alternate or cell phone:	Marital Status: single married divorced widowed	
Email address: akramhasan@sbcglobal.net	separated Total number of dependents under the age of 18 or in college:	
	What relationship are you to the resident(s)? parent sibling	
(Please check one) Do you own or rent your home?	employer X other Mother	
If renting, name of dwellings: Kinetic	Are you or your spouse a guarantor for any other lease? Yes \(\subseteq \) No	
	If so, how many?	
YOUR WORK: Present employer:	How long?	
	Position:	
Employer's address:	Your gross monthly income is over: \$ 6000.00	
	Supervisor's name:	
Work phone:	Phone:	
Email address:		
Linan address.		
YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID	Alternate or cell phone:	
card)	Email address:	
	Descent complexes.	
Driver's license # and state:	Present employer:	
OR govt. photo ID card #:	How long?	
Social Security #:	Position:	
Birthdate:	Work phone:	
	Monthly gross income is over: \$	
YOUR CREDIT/RENTAL HISTORY:	To your knowledge, has any resident listed in this Guaranty ever:	
Your bank's name:	☐ been sued for property damage? ☐ been convicted (or received	
	an alternative form of adjudication equivalent to conviction) of a	
City/State:	felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please	
List major credit cards:	explain:	
To your knowledge have your spouse or any resident listed in		
To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: ☐ been asked to move out? ☐ broken a rental		
agreement? declared bankruptcy? or been sued for rent?		

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

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Page 1 of 2

is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract.	notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.
SPECIAL PROVISIONS. The following special provisions control over o	conflicting provisions of this printed form:
After signing, please return the signed original of this Guaranty to T	B West Peachtree LLC
at (street address or P.O. Box) 1025 Spring Street, Atlant	
Date of signing Guaranty	Date of signing Guaranty
Signature of Guarantor	Signature of Guarantor's Spouse
State ofCounty of	
I certify that I know or have satisfactory evidence thatis/are the person(s) who appeared before me and acknowledged that he their free and voluntary act for the uses and purposes mentioned in the	ne/she/they signed this instrument, and acknowledged it to be his/her/
Dated	Printed Name of Notary Public
My Commission Expires	Signature of Notary Public
Note: Signature of Guarantor and Guarantor's Spouse must be notarized if lease is for more than one year.	
(Use above space for notary stamp/seal)	
FOR OFFICE USE ONLY Guarantor(s) signature(s) was (were) verified by owner's representat Verification was by phone or face-to-face meeting. Date(s) of Telephone numbers called (if applicable) Name(s) of Guarantor(s) who was (were) contacted Name of Owner's Representative who talked to Guarantor(s)	of verification

You represent that all information submitted by you on this Guaranty You are \Box required \boxtimes not required to have this Guaranty agreement

@ 2022, National Apartment Association, Inc. - 12/2022, Georgia

Page 2 of 2



Blue Moon Lease - Kinetic

Signature Details

	Signer	IP Address	Date Signed
1	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
2	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
3	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
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6	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
7	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
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25	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
26	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
27	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
28	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
29	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
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35	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
36	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
37	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
38	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:30:05 PM
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ADDENDUM Property Damage Liability Waiver

This Addendum is incorporated by reference into the Lease and is a made a part thereof. To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

All residents are eligible to participate in the Community's Property Damage Liability Waiver Program (the "Waiver Program"). Participation in the Waiver Program: (i) waives a resident's obligation under the Lease to purchase and maintain liability insurance in the minimum amount of \$100,000.00; and (ii) waives a resident's obligation to indemnify the Landlord for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by the resident's negligent acts or omissions in an amount up to \$100,000.00.

The Waiver Program only waives a resident's liability to the Landlord and does not waive liability to any third parties. The Waiver Program only applies to accidental damage caused by a participating resident's negligent acts or omissions and does not apply to damages caused by deliberate or intentional acts or omissions. The Waiver Program is applicable up to \$100,000.00 in liability; any amount of liability in excess of \$100,000.00 remains subject to the terms of the Lease. Excluded from coverage are claims of bodily and personal injury, and damages resulting from or associated with a breach of the lease, including, but not limited to, damages caused by illegal substances and damages caused by intentional and/or malicious acts.

By executing this Addendum, Resident is electing to participate in the Waiver Program. Participation in the Waiver Program may be cancelled at any time by providing Landlord with a certificate of insurance showing that resident has obtained property liability insurance as required by the Lease. The certificate of insurance must:(i) show a minimum of \$100,000.00 of liability coverage per incident for the perils of fire, smoke, explosion, water discharge, and sewer backup; (ii) identify the Apartment Community as an "Interested Party" with an address of PO Box 12367 Columbus, OH 43212; and (iii) correctly identify the Resident's insured address. Resident shall provide Landlord with a certificate of insurance showing the requisite coverage upon request. Landlord may place Resident in the Waiver Program and charge Resident an additional fee of \$15.00 per month if, at any time during the term of the Lease, Resident's insurance coverage is cancelled or lapses for any reason, or if the certificate of insurance provided does not contain the required information. Landlord may discontinue the Waiver Program at any time. Upon receiving notice of Landlord's election to discontinue the Waiver Program, Resident shall obtain and maintain liability insurance as required by the Lease; failure to obtain liability insurance is a breach of the Lease and Landlord may take all necessary action.

Notice to residents: If you elect to participate in the Waiver Program, such election only waives your obligation to indemnify the owner for accidental damages caused by your negligent acts or omissions as described herein. If you elect to participate in the Waiver Program, you are neither purchasing an insurance policy nor are you being listed as a named insured under any owner policy. The Waiver Program does not cover your personal property and is not applicable in the event of theft, burglary, vandalism, bodily injury or personal injury. The Waiver Program is neither designed to be your exclusive insurance policy for property damage, nor is it intended to replace your personal property or liability insurance policy. You should consult an insurance professional to evaluate and determine your own personal insurance needs. Nonpublic personal information about you is collected from applications, transactions and reports to which we have access, including information received from consumer reporting agencies and inspection reports. We do not disclose any nonpublic personal information about you except as permitted by law. We may disclose nonpublic personal information about you to financial service providers, such as insurance agents, brokers, and/or insurance companies. Access to nonpublic personal information about you is restricted to those employees and third parties who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable standards to guard your nonpublic personal information.

By signing below, you acknowledge t hereby.	t you have read and understand this entire Addendum and agree to be legally	bound
Resident Name (Printed)	- Date	
 Resident Signature	-	



Exhibit B - Property Damage Liability Waiver - Foxen Addendum - Blue Moon (No contents coverage)

Signature Details

 Signer
 IP Address
 Date Signed

 1
 Noor A Hasan Primary (16534910)
 128.61.116.37
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Exhibit G - Pest Control Addendum

This Lease Addendum for Pest Control (hereinafter "Addendum") is hereby entered into, on the date first identified below, by and between <u>TB West Peachtree LLC</u> (hereinafter "Management") and <u>Noor A Hasan</u> (hereinafter "Resident"), the leaseholder for the premises known as Kinetic

Representations

WHEREAS pests have become a problem facing the owners of residential rental properties, their agents in managing those residential rental properties, and the residents of those same residential rental properties: and

WHEREAS the owners and residents agree that policies need to be established to control these pests; and

WHEREAS the owners and residents desire to clearly define their roles in handling incursions by these pests; and

NOW, THEREFORE, the parties to this Addendum agree to add the following terms and conditions to the residential Lease Agreement that exists between these parties to set forth a clear understanding of the responsibilities of both Resident and Management under the Lease Agreement with the desire that by setting forth these mutual responsibilities as part of the Addendum, the parties can minimize the costs, inconveniences and misunderstandings that often result from pest infestation.

Terms and Conditions

- 1. This Addendum hereby supplements and modifies the Lease Agreement between the parties, and it shall be incorporated as a part of the Lease Agreement. Where there are provisions that conflict between this Addendum and the Lease Agreement, the provisions set forth herein shall supersede and be controlling.
- 2. For purposes of this Addendum, "pests" means any insect, and/or its eggs. "Pest infestation" means the presence of pests that may materially affect the health and safety of residents and their guests.
- 3. Management and Resident will be honest in their communications regarding the presence of pests at the property. In that regard, Management will not enter into any Lease Agreement to lease a unit that Management knows is infested.
- 4. If Resident fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, it shall be an acknowledgement by Resident that the Premises are acceptable, in good condition and pest free.
- 5. After move-in, Management will take immediate steps to address any identified pest infestation problem. Resident acknowledges that time is of the essence in dealing with issues of potential pest infestation. Because of this need for prompt action to avoid any further infestation, Resident shall report any actual or suspected infestation within forty-eight (48) hours of discovery.
- 6. Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by management to treat Resident's dwelling unit for pests, except as prohibited by law. If Management confirms the presence or infestation of pests after Resident vacates the dwelling, Resident may be responsible for the cost of cleaning and pest control treatments. If Management must treat adjoining or neighboring dwellings to Resident's dwelling due to the pests in Resident's dwelling, Resident may be liable for payment of any lost rental income and other expenses incurred by Management to relocate the neighboring residents and/or to clean and perform pest control treatments to eradicate infestations in those other dwellings. Resident agrees that if he/she fails to pay Management for any costs for which Resident is liable, Resident will be in default of his/her Lease Agreement and Management will have the right to terminate Resident's right of occupancy and exercise all other rights and remedies under the Lease Agreement.
- 7. Resident acknowledges that used or second-hand furniture is the primary way that pests are transported and spread. Resident agrees that he/she will not knowingly or recklessly bring onto the property furniture or other belongings that are infested with pests. Resident further agrees to exercise caution when acquiring used or second-hand furniture and shall examine any such items thoroughly before bringing them into the dwelling. Resident further agrees that Resident shall not bring into the dwelling those used or second-hand furniture items that have been abandoned or discarded in such areas as roadsides, trash rooms, and disposal receptacles.
- $8.\ \ In\ the\ event\ that\ there\ is\ a\ pest\ infestation\ in\ Resident's\ apartment,\ Resident\ agrees\ to$

Exhibit G - Pest Control Addendum

cooperate fully with and to undertake all efforts and tasks required by Management, and in Management's sole discretion, or by Management's pest control company, employed to eradicate pests. Resident's full cooperation includes but is not limited to reporting any suspected pest infestation to Management in a written or electronic format within forty-eight (48) hours of discovery, making the Premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the Premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to Management in writing.

- 9. Resident and Management further agree that any violation of this Addendum constitutes a material violation of the Lease Agreement, and Management may terminate Resident's right to possession in accordance with state law. Conduct that constitutes such a material health and safety breach includes failure to promptly notify Management of evidence of any pest infestation, refusal to permit Management to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post treatment activities, including a failure to report ineffective treatment or re-infestations. Proof of the violation of this Addendum shall be by a preponderance of the evidence.
- 10. Resident may request reasonable extermination services at any time. All requests must be in writing. Upon notification from Resident, Management shall visually inspect the unit for household pests, preferably within forty-eight (48) hours, and should a pest infestation be identified, shall begin the process of controlling the household pests within ten (10) days of such notice or within the time period required by state law. When Management requires access to a dwelling unit for purposes of inspecting for the presence of a household pest or controlling the presence of a household pest, Management shall provide at least twenty-four (24) hours' notice to Resident, in writing, that Management requires such immediate access. Management will notify Resident in advance of each pest inspection, including providing a preparation sheet. If Resident notifies Management of a possible infestation and requests extermination services, the notice from Resident constitutes permission to enter the dwelling unit for the sole purpose of acting on the inspection or extermination request. Management will not abuse the right to access or use it to harass Resident and will enter only at reasonable times.
- 11. Except in those situations where Management has been grossly negligent, and/or as provided by law, Owner, Management, and its employees, officers, and/or directors are not liable to Resident for any damages caused by pests, including, but not limited to, personal expenses, replacement of furniture, and/or other personal items, including clothing, medications or medical expenses, or for the costs to treat, clean, replace and/or protect Resident's personal belongings. Owner, Management, and its employees, officers, and directors, are not responsible for any damage done to Resident's unit or personal items during pest control inspections and/or treatments. Renter's insurance is strongly recommended and/or required, but it may also exclude coverage related to pest infestation issues.
- 12. Resident acknowledges that Management's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Management owes Resident under the Lease Agreement. Resident further acknowledges that Management does not guarantee or warranty a pest-free environment. Resident acknowledges and understands that Management's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Resident's voluntary cooperation and compliance.
- 13. Management agrees that it will attempt to make reasonable accommodations in the event that any disabled Resident requests such an accommodation in connection with pest control service. Any Resident requesting such an accommodation is requested to provide notice to Management at the time that the pest control service is requested or when Resident receives notice that it will be provided, whichever is earlier. Resident understands that in some circumstances, because of the nature of a particular pest or infestation, there may not be alternative, effective means of eradication, and in those circumstances, Management must use the eradication services that are effective in dealing with the infestation.
- 14. In case of any conflict between the provisions of the Lease Agreement and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease Agreement executed or renewed between the Management and Resident.

Acceptance

BY SIGNING BELOW, all parties (1) agree to be bound by this Addendum, and (2) acknowledge that Management has provided to Resident(s) a copy of the bedbug educational materials handout advising them how to identify bedbugs, describing risk factors for infestations, and presenting measures that may be taken to prevent and control an infestation.

Company Wide - Exhibit G Pest Control Addendum - Blue Moon

Signature Details

	Signer	IP Address	Date Signed
1	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:33:39 PM
2	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:33:39 PM

Kinetic - GUARANTOR WAIVER FEE ADDENDUM

This Addendum is attached to and a part of the 03/04/2024 Lease Agreement. In consideration of the Resident's payment to the Owner of a Guarantor Waiver Fee ("Guarantor Waiver Fee") with each monthly installment payment in addition to all other amounts owed under the Lease Agreement in the amount of \$74.88 (which shall not be prorated for any partial month), the Owner hereby waives any and all obligations of the Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. This waiver does not constitute insurance. The Owner is not an insurance company nor an insurance producer. The Owner is merely waiving, in consideration of the Guarantor Waiver Fee, the obligations of Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. The Guarantor Waiver Fee shall not be prorated for any partial month(s) and shall be posted to Resident's account with any installment payment due covering any period(s) of time when the resident has not provided and maintained all required documentation pertaining to a qualifying third-party guarantor acceptable to Owner. Should a resident fail to pay the monthly Guarantor Waiver Fee, a qualified personal guarantor will be required, otherwise Resident will be in violation of the Lease Agreement, and we may immediately exercise all other lawful remedies, including eviction.

Resident acknowledges and understands that Owner may elect to purchase third party insurance to indemnify, protect and insure Owner against risk of loss from a default by the Resident under the Lease Agreement, which loss may have been avoided had the Resident provided a qualifying third-party guarantor acceptable to Owner. Resident acknowledges and understands that in the event that a third party insurer makes a payment to Owner as a consequent of a default by the Resident, the insurer will be subrogated to Owner's right to be paid such defaulted amounts and Resident expressly agrees to pay or reimburse insurer for the amounts paid by the insurer to Owner related to such default, together with any costs of collection, including reasonable attorney's fees. The owner may collect any money owed exceeding coverage amount, including money deducted from claim for unpaid Guarantor Waiver Fees by resident.

I HAVE READ AND AGREE TO THE	TERMS OF THIS ADDENDUM
Resident Signature	
Owner or Owner's Representative	



Company Wide - Guarantor Waiver Addendum - Blue Moon

Signature Details

 Signer
 IP Address
 Date Signed

 1
 Noor A Hasan Primary (16534910)
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RENTPLUS LEASE ADDENDUM

Upon execution of this addendum, Resident shall be enrolled in RentPlus, a credit reporting and financial tool offered by Simplified Business Group, LLC d/b/a Rent Dynamics, a Utah limited liability company that is not affiliated with Landlord ("RentPlus"), that reports the timeliness and completeness of Resident's rent, utility and other payments due under the Lease Agreement and this addendum. After the first month of RentPlus services, Resident will be charged a financial services fee of \$9.00 per month. In the event that there are multiple signers of this addendum, each signer will be separately enrolled in RentPlus for a combined fee of \$15.00 per month. Resident may opt out of RentPlus at any time, for any or no reason, by logging in at my.rentplus.com/login and clicking on Account Settings, by calling RentPlus at 855-388-5314, chatting Customer Support at rentplus.com, or by sending written notice of termination to RentPlus at RentPlus, 91 S 700 E, Logan UT 84321 – Attn: RentPlus Service Change. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at www.rentplus.com/terms-of-use.html. The RentPlus services and fees may be altered, changed, terminated or otherwise modified by Rent Plus with thirty (30) days' advance notice to Resident. Resident(s) hereby acknowledge that Landlord will provide the above-described payment information to RentPlus and that Resident(s) will be enrolled in RentPlus.

Resident acknowledges that the RentPlus services are offered and provided by RentPlus, not by Landlord. Resident agrees that Landlord shall have no liability to Resident for any matter related to the RentPlus services. Resident hereby agrees to fully and forever unconditionally waive, release, discharge, hold harmless, and defend and indemnify Landlord from all damages and liabilities that Resident may suffer or sustain based on participation in the RentPlus program or otherwise related in any way to the RentPlus services.

Resident Signature	Date	
Landlord or Landlord's Representative	Date	



Company Wide - Exhibit S RentPlus Addendum - Blue Moon

Signature Details

 Signer
 IP Address
 Date Signed

 1
 Noor A Hasan Primary (16534910)
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RENTPLUS LEASE ADDENDUM

Upon execution of this addendum, Resident shall be enrolled in RentPlus, a credit reporting and financial tool offered by Simplified Business Group, LLC d/b/a Rent Dynamics, a Utah limited liability company that is not affiliated with Landlord ("RentPlus"), that reports the timeliness and completeness of Resident's rent, utility and other payments due under the Lease Agreement and this addendum. After the first month of RentPlus services, Resident will be charged a financial services fee of \$9.00 per month. In the event that there are multiple signers of this addendum, each signer will be separately enrolled in RentPlus for a combined fee of \$15.00 per month. Resident may opt out of RentPlus at any time, for any or no reason, by logging in at my.rentplus.com/login and clicking on Account Settings, by calling RentPlus at 855-388-5314, chatting Customer Support at rentplus.com, or by sending written notice of termination to RentPlus at RentPlus, 91 S 700 E, Logan UT 84321 – Attn: RentPlus Service Change. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at www.rentplus.com/terms-of-use.html. The RentPlus services and fees may be altered, changed, terminated or otherwise modified by Rent Plus with thirty (30) days' advance notice to Resident. Resident(s) hereby acknowledge that Landlord will provide the above-described payment information to RentPlus and that Resident(s) will be enrolled in RentPlus.

Resident acknowledges that the RentPlus services are offered and provided by RentPlus, not by Landlord. Resident agrees that Landlord shall have no liability to Resident for any matter related to the RentPlus services. Resident hereby agrees to fully and forever unconditionally waive, release, discharge, hold harmless, and defend and indemnify Landlord from all damages and liabilities that Resident may suffer or sustain based on participation in the RentPlus program or otherwise related in any way to the RentPlus services.

Resident Signature	Date	
Landlord or Landlord's Representative	Date	



Company Wide - Exhibit S RentPlus Addendum - Blue Moon

Signature Details

 Signer
 IP Address
 Date Signed

 1
 Noor A Hasan Primary (16534910)
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EXHIBIT E - Fee Schedule Addendum - Kinetic

This Addendum is attached to and becomes a part of the Rental Agreement and Lease (the "Lease").

Lockout Fee	\$50.00
Replacement Relet Rekeying/Administrative	\$350.00
Fee	
(if applicable)	
Admin Fee (if applicable)	\$150.00
Transfer Fee	\$350.00
Key Replacement Fee (Bedroom)	\$25
Key Replacement Fee (Apartment)	\$50
Key Replacement Fee (Mailbox)	\$15
Key Replacement Fee (Parking Permit/Tag)	\$50
Lock Change	\$50.00
Pet Waste Violation Fee	\$50.00
Abandoned Property Removal Fee	Market Rate
Double Occupancy Violation Fee	\$500.00
Unauthorized Guest Fee	\$500.00 Minimum
Unauthorized Pet Fee	\$100.00 (NAA Limit)
Utility Recovery Fee	\$50.00
Property Rules and Regulations Violation	\$50.00 Minimum
Fee	
Smoking Violation Fee	\$300.00

Upon vacating, the apartment must be left in good condition: completely cleaned, all trash removed, and the carpets vacuumed. Items found to be unclean or not in working order at time of inspection or upon move-out will be charged accordingly. The overall condition of the apartment will be compared to the condition listed on your Move-In Inspection Form. If you did not turn in your Inspection Form upon move-in, the apartment condition will be assessed based on normal wear and tear.

The amounts provided below represent the average cost for replacing or repairing the respective items, and are provided as examples for your reference. You shall be liable for any actual damages incurred by us to restore the unit to its original condition upon move in, except for normal wear and tear. Please note that this list is <u>not</u> intended to be all-inclusive. You may be charged for items not listed below, if they are found to have been damaged or are missing. Labor/service costs may be applicable.

Description	Amount	Description	Amount
Living Room		Doors	
Ceiling Fan	\$175.00	Bathroom	\$130.00
Ceiling Fan Light	\$65.00	Bedroom	\$130.00
Bedrooms		Entry	\$275.00
Ceiling Fan	\$175.00	HVAC	\$110.00
Light Fixture (Globe)	\$65.00	Laundry	\$125.00
Bathroom		Patio Glass	\$295.00
Tub/Shower Enclosure	\$300-\$400	Closet Door Guide	\$5.00
Toilet	\$150.00	Door Stops	\$5.00

EXHIBIT E - Fee Schedule Addendum - Kinetic

		le Addendum - Kinetic 	
Toilet Seat	\$30.00	Shelving	
Shower Rod	\$17.50	Closet	\$20-\$100
Exhaust Fan	\$45.00	Bathroom	\$20-\$100
Mirror	\$30.00-\$75.00	Laundry Room	\$20-\$100
Medicine Cabinet	\$45.00	Vinyl Tile Floor	Market
Vanity	\$50.00-\$75.00	Carpet Repair	Market
Sinks	\$65.00	Carpet Replacement	Market
Towel Bars	\$25.00	Balcony or Patio	
TP Holder	\$15.00	Ceiling	Market
Appliances	Appliances		\$50-150
Range	\$600.00	Light Fixture	\$45.00
Vent Hood	\$110.00	Siding	Market
Vent Fan	\$30.00	Support	Market
Vent Filter	\$5.00	Railing	Market
Drip Pans	\$5.00 each	Locks	
Refrigerator	\$800.00	Lock Change	\$50.00
Ref. Shelf/Drawer	\$45.00	Keys	\$15 -\$50
Ice Maker	\$110.00	Remote	\$75.00
Microwave	\$200.00	Lock Out Fee	\$50.00
Sinks	\$65.00	Screens	
Dishwasher	\$300.00	Window	\$45.00
Disposal	\$85.00	Balcony Door	\$295-\$450
Washer	\$300 -\$500	Windows	Market
Dryer	\$300-\$500	Blinds	
Cabinets	\$50-\$75 each	Small	\$35.00
HVAC Vent	Market	Large	\$65.00
Counter Tops		Vertical Patio	\$110.00
Kitchen	\$250-\$1500	Sheetrock Repair	\$50-\$150
Bath Vanity	\$200-\$650	Carpet Stains/Repairs	\$35-\$150
Safety Equipment		Cleaning	
Fire Extinguisher	\$75.00	Full Clean	Market
Smoke Detector	\$45.00	Partial Clean	Market
Furniture		Painting	
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Couch (if applicable)	\$500.00/each	Touch Up	\$25.00
Love Seat (if applicable)	\$250.00/each	Wall	\$60.00/wall
Side Chair (if applicable)	\$200.00/each	Full Paint	Market
Dining Table (if applicable)	\$250.00/each	Smoke Remediation	
Coffee Table (if applicable)	\$150.00/each	Smoke Remediation	Market
Dining Room Table Chairs (if applicable)	\$75.00/each		
Bar Chairs (if applicable)	\$75.00/each		
End Tables (if applicable)	\$50.00/each		
Entertainment Center (if applicable)	\$300.00/each		
Desk (if applicable)	\$200.00/each		
Desk Chair (if applicable)	\$50.00/each		
Drawers (if applicable)	\$150.00/each		
Bed Frame (if applicable)	\$350.00/each		
Mattress (if applicable)	\$200.00/each		
Night Stand (if applicable)	\$50.00/each		
Headboard (if applicable)	Market		

S393A - Exhibit E - Fee Schedule Addendum - Kinetic

Signature Details

	Signer	IP Address	Date Signed
1	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:31:02 PM
2	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:31:02 PM
3	Noor A Hasan Primary (16534910)	128.61.116.37	03/04/2024 09:31:02 PM