STUDENT HOUSING LEASE CONTRACT



General Lease Provisions

	ARTIES. This Lease Contract (sometimes referred to as the Lease") is between you, the resident:	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.				
No	oor Hasan					
	nd us, the owner:					
	•	parking permit where appricable.				
<u>T1</u>	B West Peachtree LLC					
	name of apartment community or title holder).	3. TERM. The term of the Lease Contract begins on the <u>14th</u> day of <u>August</u> , <u>2024</u> (year), and ends at noon the <u>31st</u> day of <u>July</u> , <u>2025</u> (year). This Lease does not automatically renew.				
	PARTMENT. You are renting: Apartment No	3.1. Holdover. You or any occupant, invitee, or guest mus not hold over beyond the date contained in your move-ou 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				
at	1025 Spring Street NW (street address)	be delinquent without notice or demand; (B) the renta value for the holdover period will be increased by 25% ove				
in	Atlanta (Street dudress)	the then-existing rent, without notice; (C) you'll be liable				
(ci	ity), Georgia, 30309 (zip code) for use as a private esidence only.	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 lease extension-by delivering written notice to you or you				
gu fro	Then this Lease Contract is signed, all fees are paid and any uarantor paperwork is received, we will set aside a bedroom om our inventory for you. We will notify you of your bedroom ssignment prior to move-in if not noted above.					
2. 1	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	4. RENT AND CHARGES. Your rent for the term is \$\frac{16620.00}{\text{.00}}\$. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in \$\frac{12}{\text{.00}}\$ installments of \$\frac{1385.00}{\text{.00}}\$ each. This amount may include or exclude other fees and charges as outlined in your lease package.				
	household member.	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				
2.2	Use and Occupancy. Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.	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.				
	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	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				

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

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.

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.

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.

□ at

Payments. You will pay your rent: ☐ at the onsite manager's office

X through our online payment site

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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.

You'll also pay a charge of \$ 30.00 (or the maximum amount allowed by law as of the time the check is rendered) for each returned check or rejected electronic payment, plus a late charge.

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.

 ${\bf 4.5.} \quad {\bf Ad\ Valorem\ Taxes/Fees\ and\ Charges - Additional\ Rent.}$

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: 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

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 our negligence, 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

▼ required to purchase and maintain personal liability insurance and the policy must list Owner as an additional

insured; *or*☐ 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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Resident Life

- 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
 - $\hbox{(c)} \ \ recreational activities in common areas.}$

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 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; \boldsymbol{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

Address

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 \$10

- 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

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-

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:

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 Cardinal Group Management Midwest LLC

(Corporate Name of Licensed Managing Agent) and 77977

(GREC corporate license number of Managing Agent).

35. SPECIAL PROVISIONS. The following or attached special 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.	Date Signed Owner or Owner's Representative (signing on behalf of owner)		
Before submitting a rental application or signing this Lease, 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 contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.	Name, address and phone number of managing agent for t 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 Name and address of locator service (if applicable)		
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.			
You are entitled to receive a copy of this Lease after it is fully signed.	After-hours phone number (470) 427-3611		
Keep it in a safe place.	(Always call 911 for police, fire, or medical emergencies.)		
SPECIAL PROVISIONS (CONTINUED)			

ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION	. Unit No				Street NW	
			(sti	reet address) i 30	309	(zip code).
LEASE CONTRACT DESCRIPTIO Owner's Name: TB	N. Lease Cont West Peacht	tract date:				
Owner's Name:	west reacht	Tee HIC				
Residents (list all residents): Noo	r Hasan					
_						
Rent that is not receive and Resident will be obl						
additional non-refundable exceed 10 days in one mo						
and all Additional Rent Landlord and the managem	is paid in	full. If the	rent due	date fall	s on a holi	day observed by
following the holiday. A	ll Late Fee					
due and payable when ass	essed.					
Residen (All residents n				Date of	Signing Adden	ıdum
Owner or Owner's l	Representativ	e		Date of	Signing Adden	dum

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UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated March 4 , 2024 between TB West Peachtree LLC					
("We" and/or "we" and/or "us") and <u>Noor Hasan</u>					
("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 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. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.					
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: 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: If flat rate is selected, the current flat rate is \$ per month. 3rd party billing company if applicable					

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1	k) (Other)	service to your dwelling will be paid by you either:
,	directly to the utility service provider; on bills will be billed by the service provides.	r to us and then allocated to you based on the following formula: t rate is \$ per month.
	3rd party billing company if applica	ole
]	l) (Other)	service to your dwelling will be paid by you either:
	☐ directly to the utility service provider; o ☐ bills will be billed by the service provide ☐ If flat rate is selected, the current fla ☐ 3rd party billing company if applica	r to us and then allocated to you based on the following formula: t rate is \$ per month.
"1 "2 "4 "1 "6	 7" - Allocation based on square footage of you 8" - Allocation based on a combination of squ dwelling unit 9" - Allocation based on the number of bedroc 10" - Allocation based on a lawful formula not l 	on sub-metering of hot water on sub-metering of cold water sresiding in your dwelling unit sresiding in your dwelling unit using a ratio occupancy formula r dwelling unit and the number of persons residing in your dwelling unit and the number of persons residing in your ms in your dwelling unit
	square footage of the apartment, number of bedrand average water usage for that floor plan. The used, we or our billing company will calculate you with state and local statutes. Under any allocation in other residential units as well as administration formula as a basis for estimating total utility commay or may not accurately reflect actual total utility of determining your allocated share of utilities providing written notice to you. More detailed provided upon request. If a flat fee method for trash or other utility servi	ent has no sub-meter. The formula may be based on factors such as, the interior coms, number of occupants, number of bathrooms, presence of washing machine, e allocation is an estimate of usage by the resident. If an allocation method is a rallocated share of the utilities and services provided and all costs in accordance on method, Resident may be paying for part of the utility usage in common areas rative fees. Both Resident and Owner agree that using a calculation or allocation insumption is fair and reasonable, while recognizing that the allocation method lity consumption for Resident. Where lawful, we may change the above methods and services and all other billing methods, in our sole discretion, and after descriptions of billing methods, calculations and allocation formulas will be see is used, Resident and Owner agree that the charges indicated in this Agreement refield above) represent a fair and reasonable amount for the service(s) provided on thly per unit cost.
t f	utility bill is issued at the place indicated on yo for a late fee as indicated below. The late paym of the Lease and we will exercise all remedies	g company, you must pay utility bills within days of the date when the ur bill, or the payment will be late. If a payment is late, you will be responsible ent of a bill or failure to pay any utility bill is a material and substantial breach wailable under the Lease, up to and including eviction for nonpayment. To the inistrative, late or final bill fees, you shall pay such fees as indicated below.
I	New Account Fee: \$_	(not to exceed \$)
I		(not to exceed \$)
]	Late Fee: \$	(not to exceed \$)
]		(not to exceed \$)
]	If allowed by state law, we at our sole discretion	n may amend these fees, with written notice to you.
t v f	charges on the dwelling. If you breach the Lease to pay the charges under the Lease, subject to ouwe may charge you for any utility service billed to for the utility service in the amount of \$	
a	at the time you move out or it will be deducted	
r f	provided to the dwelling unless such loss or da	a incur as a result of outages, interruptions, or fluctuations in utility services mage was the direct result of negligence by us or our employees. You release us ms for offset or reduction of rent or diminished rental value of the dwelling due

- 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
- 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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Addendum and at law.

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 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.

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	permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photograph			
Atlanta	or other electronic and/or digital media in any and all of our			
(city), Georgia, (zip code).	publications, including, without limitation, any website entries,			
2. LEASE CONTRACT DESCRIPTION. Lease Contract Date: March 4, 2024	advertising websites, and any other marketing materials. You 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.			
	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			
Residents (list all residents):	inspect or approve the finished product, including any written			
	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			
This Addendum constitutes an Addendum to the above	shall be binding upon you and your heirs, legal representatives and assigns.			
described Lease Contract for the above described premises,				
and is hereby incorporated into and made a part of such Lease	7. REVOCATION. You have the right to revoke your consent to our use of your name, picture, video, voice, written			
Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found	comments, or statement, and/or the name, picture, video,			
in the Lease Contract, this Addendum shall control.	voice, written comments, or statement of any minor occupants, by written notice to us.			
3. PURPOSE OF ADDENDUM. By signing this Addendum, you,				
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 for in.			
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."

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		SUBROGATION ALLOWED. You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract. YOUR INSURANCE COVERAGE. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request. Insurance Company:
	Residents (list all residents): Noor Hasan	9.	DEFAULT. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law. MISCELLANEOUS. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease 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.	10	D. SPECIAL PROVISIONS:
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.		
	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

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 Contrac	ct Information		
ABOUT LEASE: Date of Lease Contract (top left hand corner of Lease			
Contract): March 4, 2024			
Owner's name: TB West Peachtree LLC			
	W V V V MDD		
	Unit No TBD 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		
	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 #: ***-**-xxx		
C15 Calla Las Bradas	Driver's license # and state: xxxxxx		
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 No		
	If so, how many?		
YOUR WORK: Present employer:	How long?		
	Position:		
Employer's address:	Your gross monthly income is over: \$6000.00		
Wll	Supervisor's name:		
Work phone:	Phone:		
Email address:			
YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID	Alternate or cell phone:		
card)	Email address:		
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 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 $% \left(1\right) =\left(1\right) \left(1$ $costs, animal\ violation\ charges, reletting\ charges,\ utility\ payments\ and$ 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:
	B West Peachtree LLC
at (street address or P.O. Box) 1025 Spring Street, Atlant or (optional) fax it to us at Our	a, GA 30309 r telephone number (470) 427-3611
Date of signing Guaranty	Date of signing Guaranty
Date of Signing dual anty	Date of Signing quaranty
Signature of Guarantor	Signature of Guarantor's Spouse
State ofCounty of	
I certify that I know or have satisfactory evidence that	
is/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/e instrument.
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 representati 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	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

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Name of Owner's Representative who talked to Guarantor(s)

Page 2 of 2



Blue Moon Lease - Kinetic - Guarantor

Signature Details

	Signer	IP Address	Date Signed
1	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
2	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
3	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
4	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
5	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
6	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
7	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
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9	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
10	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
11	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
12	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
13	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
14	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
15	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
16	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
17	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
18	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM
19	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:26 PM

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 hereby.	that you have read and und	derstand this entire Adden	dum and agree to be legally boun	d
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	03/04/2024 09:34:00 PM
2	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:42:12 PM

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

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		Cement	\$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 Equipme	nt	Cleaning	
Fire Extinguisher	\$75.00	Full Clean	Market
Smoke Detector	\$45.00	Partial Clean	Market
Furniture		Painting	

EXHIBIT E - Fee Schedule Addendum - Kinetic

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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
4	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:49 PM
5	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:49 PM
6	Sana M Yassin Guarantor (16534969)	128.61.116.37	03/04/2024 09:41:49 PM