

RESIDENTIAL LEASE CONTRACT

This legally binding contract is made and entered into on March 15, 2023, by and between SUNNYVALE INVESTMENTS, INC. ("Owner") and Alexandra Rodriguez ("Resident").

PROPERTY DESCRIPTION: Unit #408, Sunnyvale Heights Apartments, 789 Westview Drive, Atlanta, GA 30318

LEASE TERM: Beginning April 1, 2023 and ending March 31, 2024

1. MONTHLY RENT

Resident agrees to pay \$1,495.00 per month, due on the 1st day of each month. Payments must be made via certified funds, money order, or through the electronic payment system. Personal checks are not accepted after the 10th day of occupancy.

2. FEES AND DEPOSITS

- A. Security Deposit: \$2,200.00 (One and a half month's rent)
- B. Non-refundable Administrative Fee: \$350.00
- C. Processing Fee: \$50.00 per occurrence for any payment not made through the online portal
- D. Amenity Access Fee: \$45.00 monthly (mandatory)

3. LATE CHARGES

If full rent is not received by the 3rd day of the month, Resident shall pay a late charge equal to 10% of the monthly rent. Additionally, a \$15.00 per day charge will be assessed for each day thereafter until paid in full.

4. UTILITIES AND SERVICES

Resident is responsible for all utilities except for water. A utility administrative fee of \$35.00 will be charged monthly for water service coordination. Resident agrees to maintain electric service throughout the entire term of tenancy, including any holdover periods.

5. OCCUPANCY

Premises shall be occupied ONLY by the named Resident. Additional occupants must be approved in writing and will result in a \$200 monthly surcharge per additional occupant.

6. PETS

No pets of any kind are permitted on the premises at any time, even temporarily, without prior written consent of Owner and execution of a Pet Addendum. Violation will result in a \$500 fine per occurrence and may be grounds for termination.

7. MAINTENANCE AND REPAIRS

Resident shall keep the premises clean and in good condition. Any necessary repairs must be reported to management within 24 hours. Owner reserves the right to charge Resident for service calls caused by Resident's negligence. Resident will be charged for all drain stoppages and toilet overflows unless caused by defective plumbing.

8. RIGHT OF ENTRY

Owner reserves the right to enter the premises at any reasonable time to inspect, repair, or show the property to prospective residents. Owner will attempt to provide notice when possible but reserves the right to enter without prior notice in emergencies or to address maintenance issues.

9. PARKING

One (1) unassigned parking space is provided for Resident's use. Additional vehicles must be registered with management at \$95.00 per month per vehicle. Any unauthorized vehicles will be towed at owner's expense.

10. EARLY TERMINATION

If Resident terminates this agreement prior to the expiration date, Resident shall be liable for:

- A. All rent due until the property is re-rented or the lease expires, whichever occurs first
- B. Early termination fee equal to two (2) month's rent
- C. Reimbursement for all advertising expenses incurred by Owner in re-renting the premises

11. MOVE-OUT NOTIFICATION

Resident must provide a minimum of 60 days' written notice prior to the lease expiration date. Failure to do so will result in automatic renewal on a month-to-month basis at a rate of 150% of the current rent.

12. SECURITY DEPOSIT TERMS

Security deposit shall be returned within 45 days after premises are vacated. Owner may deduct costs for cleaning, damages, outstanding rent, and other charges as outlined in this contract. A \$225.00 cleaning fee will be deducted from the security deposit regardless of the condition of the premises upon move-out.

13. RENTER'S INSURANCE

Resident must maintain renter's insurance with minimum liability coverage of \$100,000 throughout the lease term. Proof of insurance must be provided within 7 days of occupancy and upon renewal.

14. NOISE AND CONDUCT

Quiet hours are from 10:00 PM to 8:00 AM. Resident agrees to refrain from making loud noises or engaging in activities that disturb neighbors. Three documented noise complaints shall constitute grounds for termination.

15. HOLD HARMLESS

Resident agrees to hold harmless the Owner from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible.

16. ATTORNEY'S FEES

If legal action is taken by either party to enforce this Agreement, the prevailing party shall recover reasonable attorney's fees, court costs, and collection expenses.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. Resident agrees that any legal action regarding this Agreement must be instituted in the county where the property is located.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Owner/Management

Resident