### Green Properties Management, Inc.

350 Riverbend Pkwy B1 • Athens, GA 30605 (706) 543-8505

# 1. Lease Agreement

This is a Sample Lease. Names, prices, and dates are samples, and may differ on official lease.

### 1.1 PARTIES

Lessor: Green Properties Management, Inc.

Lessee(s): John Doe

### 1.2 ADDRESS OF PREMISES

Address of Premises:

350 Riverbend Pkwy. Athens, GA 30605 TBD

Type of Unit: 1 Bedrooms, Shared Bathrooms in a 4bed/3bath apartment at Surrey Square Townhomes

### 1.3 HOLDING/SECURITY DEPOSIT

Holding/Security Deposit: \$250, payable as one check, money order, or online payment.

### 1.4 LEASE TERMS

Lease Term Beginning: 07/31/2020 at 12:00 pm.

Lease Term Ending: 07/22/2021 at 11:59 am.

### 1.5 RENT DUE

Total Rent for Term: \$4,620, payable in 12 equal monthly installments of online payments as follows:

Initial Installment: \$385 due by July 31st, 2020.

Subsequential Installments: \$385 due by the first of each month, September 1st, 2020 through July 1st, 2021.

### 1.6 AGREEMENT DATE

THIS AGREEMENT made and entered into on 09/24/2019 by and between Lessor named above (hereinto called "LESSOR"), and the Lessee(s) names above (hereinto collectively referred to as "LESSEE"). Lessor does this day lease unto said lessee(s) the premises listed above. The validity and acceptance of this lease is contingent upon the approval of the application by lessor.

By initialing below, you acknowledge and agree to the terms in Section 1.



# 2. Rent Payments and Deposit

### 2.1 RENT PAYMENTS AND LATE FEES

Lessee shall pay to Lessor the total rent set forth above, payable in equal monthly installments ("Monthly Payment") as rental for the Premises (the "Rent"), payable in advance without demand, abatement, or set-off, at the office of the Lessor or at such other place(s) as Landlord may designate, punctually on or before the first day of each month during the Lease Term.

Lessee must make all rent payments online through the Appfolio Tenant Portal. Lessee will be sent an activation request and must activate account before lease begins. Lessor will not accept cash, debit/credit card, check, or money order as form of payment.

Lessee acknowledges that the full amount of the rent stated is due even though the lease term stated above does not encompass a full 365 days.

If rental payments are not received on or before the fifth day of each month and every month, Lessee agrees to pay a Late Fee of \$30.00 for any rental payments not received by 11:59 PM on the fifth and a Late Fee of \$60.00 for any rental payment not received by 11:59 PM on the 10th and \$90.00 for any rental payments not received by 11:59 PM on the fifteenth of the month.

Fees will be considered additional rent hereunder and must be paid in full by the last day of the month in which it is charged.

If rental payments are not received by 5:00 PM on the fifth, notification by letter and/or phone may be given. If rent payments are not received by the 10th of the month dispossessory action may be taken.

Lessee shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Lessor's acceptance of a partial payment constitute accord and satisfaction. Nor will Lessor's acceptance of a partial payment forfeit Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement. Lessor may accept any partial payment with any conditional endorsement without prejudice to Lessor's right to recover the balance remaining due, or to pursue any other remedy available under this lease.

Any Late Fees accumulated within a 30-day period must be paid in full before the upcoming monthly rent will be accepted. All payments are posted to existing charges before posting to subsequent rents. A dishonored payment shall be considered non-payment of rent and Lessee agrees to pay to Lessor a fee of \$35.00 for each payment so dishonored plus appropriate late fees. All future rent shall be paid by money order or other form deemed acceptable by Lessor.

If such rental payments are not received on or before the fifth day of each and every month, Lessor may, at its option treat this Lease Agreement as in default, and may accelerate the remaining balance due under said Lease.

### 2.2 HOLDING DEPOSIT/SECURITY DEPOSIT

Lessee shall pay to Lessor, upon execution of this lease, a nonrefundable Holding Deposit of the amount listed above, which shall be forfeited in the event Lessee does not take possession of or move into the leased unit on the beginning date stated above. Not moving in and forfeiture of Security Deposit does not release lessee from terms or monetary obligations of the lease. Upon move-in, the Holding Deposit is then deemed a refundable Security Deposit which will be held by Green Properties Management. Lessor may, at his/her option, deposit the Security Deposit in an interest-bearing account and Lessor may retain all accrued interest on said account to cover administrative costs to maintain said account.

Lessee acknowledges receipt (upon Move-In) of a comprehensive Move-In and Move-Out Inspection Agreement (the "Inspection Report") upon which Lessee may list any existing damages to the Premises. Lessee shall either sign the Inspection Report or state specifically in writing any items listed as existing damages to the Premises. No such written report shall constitute a request for repairs within the meaning of this Lease. If Lessee fails to fill out, sign, and return the Inspection Report, Green Properties Management shall assume the apartment was in perfect condition and Lessee shall assume responsibility for all damages.

Within three (3) business days after the date of termination of occupancy, or within a reasonable time after such termination of occupancy, if Lessee terminates occupancy without notifying the Lessor, Lessor shall inspect the Premises and complete the Move-Out Inspection portion of the Inspection Report, listing any damage done to the Premises during the Lease Term which is the basis for any charge against the Security Deposit, and the estimated dollar value of such damage. Lessee shall have the right to be present at the inspection of the Premises in order to ascertain the accuracy of such Inspection Report is sufficient to represent all Lessees. Lessor shall deduct from the Security Deposit sums sufficient to compensate Lessor for the following items prior to returning the Security Deposit or any portion thereof to Lessee: (i) any failure to comply with the move-out procedures (the "Move-Out Procedures"), (ii) any damages to the Premises in excess of normal wear and tear, (iii) any damages to the Premises due to negligence, carelessness, accident or abuse of the Premises, and (iv) any unpaid sums due to Lessor under the terms of this Lease, including without limitation Rent, late charges, returned or dishonored check charges, unpaid damage claims, pet fines, key replacement charges, charges for removing, packing and storing abandoned, seized, or lawfully removed property, court costs, and any actual damages caused by any breach of this Lease by Lessee.

The balance of the Security Deposit, if any, together with a written itemized accounting of any deductions which lists the exact reasons for such deductions, shall be mailed by first class mail to Lessee no later than thirty (30) days after the termination of this Lease or the surrender and acceptance of the Premises, whichever occurs later. Lessee shall notify Lessor in writing of Lessee's forwarding address in order to enable Lessor to return any portion of the Security Deposit to Lessee. In the event there is more than one (1) Lessee in the Premises, the refund of any portion of the Security Deposit shall be calculated without regard to which Lessee paid the Security Deposit and without regard to which Lessee's conduct resulted in any deduction therefrom. Refunds of any amounts due from the Security Deposit shall be divided equally among all Lessees named in the Lease at the time of the termination of the Lease.

Lessor shall have the right to use the Security Deposit to pay, as fully as possible, the expenses of repairing any damage to the premises or cleaning the premises. Said Security Deposit does not constitute liquidated damages, and Lessee may be liable for a sum higher or lower than the amount of Security Deposit. IN NO EVENT SHALL LESSEE BE ENTITLED TO APPLY THE SECURITY DEPOSIT TO ANY

**RENTAL OR LATE FEES DUE HEREUNDER.** In the event Lessor shall bring a court action for breach of this Lease, Lessee shall be liable to Lessor for all costs of collections of damages, including all attorney's fees.

If Holding Deposit is not paid in full, the Lessor at his/her discretion can null or void the lease and release the unit. FAILURE TO PAY THE FULL HOLDING DEPOSIT DOES NOT RELEASE THE LESSEE FROM OBLIGATION OF SIGNED LEASE.

By initialing below, you acknowledge and agree to the terms in Section 2.



## 3. Policies and Procedures

### 3.1 SPONSOR / VERIFICATION

Each Lessee must provide a form of Verification. You can provide one of the following: Notarized Sponsor Guarantee Form; OR International Student Visa & Proof of Enrollment in local university; OR Credit/Income Verification. Verification must be submitted within 14 days of signing the Lease. Failure to complete and submit Verification does not release the Lessee from obligations of the signed lease. Management retains the right to withhold keys and access to the unit if all Verifications are not submitted.

### 3.2 PET POLICY

**Lessee will not have a pet in the unit unless specified in a pet addendum.** This includes any animal that enters the premises for any period of time. If a pet is found on the property, Lessee will be fined \$250.00 and Lessee shall have such pet removed from the property within seven (7) days of receipt of notice to remove all pets or Dispossessory action shall be taken.

### 3.3 UTILITIES

Lessor shall provide the following utilities only: Wifi, Cable, trash pickup, yard maintenance, & monthly pest control

Lessee acknowledges responsibility for establishment of the following utility services: electricity, water, telephone (optional). If Lessee is on the utility package, see Utility Package Addenda for

Electricity and water shall be turned on as of the first day of the lease and shall remain on during the entire term of the lease. This means that upon termination of this lease, lessee shall have utilities disconnected no sooner than the last day of the lease term. If electricity and water services are not established by the start date of the Lease, or if at any time during the term of the Lease Lessee shall cause these utilities to be disconnected, Lessor may at Lessor's option have the disconnected utility or utilities reconnected and lessee shall be responsible for reimbursing Lessor for such costs, including a \$50 fine to management and all utility charges incurred.

### 3.4 REPAIRS, FIXTURES, AND IMPROVEMENTS

Lessee accepts apartment in "as is" condition as suited for the use intended. Lessor makes no promise or guarantee with respect to replacement of any floor coverings (i.e. carpet, vinyl, wood surface). Lessee understands and agrees that the premises, equipment, and fixtures will be under the control of the Lessee and agrees to keep said premises, together with the fixtures therein, in clean and sanitary condition. Lessor will make necessary repairs to premises with reasonable promptness after receipt of written notice from Lessee. It is Lessee's responsibility to immediately report to Lessor any plumbing leaks, running toilets, electrical or appliance malfunctions. Lessor shall not be responsible for high utility bills for more than four (4) days of a billing cycle based on the unit's average utility usage for the same seasonal billing period and only if such high bill is determined to be the direct result of the malfunction of an apparatus or appliance installed and maintained by Lessor. Should Lessee or Lessee's guests cause any damage (beyond normal wear and tear), Lessee agrees to pay Landlord the cost of necessary repairs with the next rental payment. Lessee may not remodel or structurally change the apartment nor remove any fixture there from. Normal wear and tear shall not include scratches, smudges, holes and any other condition caused by Lessee which in the sole exclusive reasonable judgment of Lessor would require painting at the time of Lessee' rendering possession to Lessor.

Lessee shall make no changes to the interior or exterior of the premises nor attach any fixtures thereto without the prior written permission of Lessor. Lessee shall do nothing that would increase or cause to cancel the Fire Insurance Policy on the premises. Lessee shall take all precautions necessary to prevent plumbing fixtures and pipes from freezing. Such precautions shall include, but shall not be limited to, keeping the premises sufficiently warm to prevent freezing and dripping faucets. Lessee shall be responsible for blockage of plumbing where such blockage is caused by introduction of materials not intended for disposal in the plumbing system. If the unit includes a garbage disposal that may cease to function, Lessee is responsible for reporting to Lessor, and will be responsible for any damage to plumbing or other facilities incurred prior to repair. Lessee shall be responsible for all damaged or missing doors, windowpanes and/or screens during the tenancy or upon vacancy or termination of the lease. Lessor shall provide one (1) telephone line/cable outlet to unit in proper working order. Should Lessee add any additional separate phone lines, it is Lessee's responsibility to return all lines to one line before move-out. Any such alterations to telephone lines that are not reversed upon move-out will be chargeable to Lessee. It is Lessee's responsibility for

telephone/cable wiring maintenance expenses and it is recommended that Lessee include "inside wiring maintenance coverage" when establishing phone & cable service. Lessee shall be responsible for payment of any repair expenses caused by Lessee's negligence or abuse.

Pursuant to State and Local Fire Codes, Lessee shall not use, store or allow to be used or stored any type of cooking grill, charcoal or liquefied petroleum gas or liquid fueled burners of any kind within ten (10) feet of any structure on the premises. This provision shall serve as notice by Lessor. Lessee(s) assume all liability and responsibility for any and all fines which may be imposed by any City or State authority should Lessee(s) be found in violation of such statues or ordinances.

### 3.5 USE OF PREMISES

Premises shall be used for private residential use only. Not more than 1 person(s) are to reside within the premises/bedroom at any time: any change in family status must be reported and approved by management. The only residents of the unit shall be the Lessee(s) signed on this Agreement. Lessee agrees not to use or permit the use of these premises for any unlawful purpose nor to create or suffer any nuisances in the premises affecting the rights of others, and agrees to comply with all laws, ordinances, rules, regulations and directions of governmental authorities. Nuisance, for purpose of this Agreement shall be in the sole and exclusive reasonable judgment of Lessor. Lessee must abide by all local government ordinances governing the occupancy of unrelated tenants in single family zoned locations. Green Properties Management does not get involved with roommate disputes.

### 3.6 PROPERTY LOSSES

Lessor shall not be liable for damage to resident's personal property of any type for any reason. Lessee shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to Lessee's personal property. Lessee agrees to be responsible for his/her personal property and shall hold Lessor harmless for any damage thereto. Lessor strongly recommends that lessee obtain Renters Insurance.

### 3.7 ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease nor sublet the premises or any part thereof, nor shall any other person occupy the premises, without written agreement from the Lessor. Lessee will pay a \$100 Assignment Administration Fee for assigning room/apartment to a replacement tenant. Unauthorized assignment or subletting shall result in forfeiture of the Security Deposit, and any incurred costs of repair or cleaning upon move out shall be the full responsibility of Lessee. Any modifications to the Lease must be coordinated with the Lessor.

### 3.8 DEFAULT, HOLDING OVER, AND ABANDONMENT

Should Lessee abandon this Lease at any time prior to the termination date cited above, the full Security Deposit shall be forfeited. In addition, all unpaid rents through the expiration of this lease will be due and payable at the time Lessee vacates the premises. Lessor may take all legal steps necessary to collect these unpaid funds. Any Failure of Lessee to comply with the terms and conditions of this Lease shall constitute default on the part of the Lessee and the Lessor shall be entitled to immediate possession of the premises. Lessor's retaking of the premises shall not be considered an election and Lessor may pursue any course of action for damages. In the event suit shall be brought or collection activity instituted for a violation of or to enforce the provisions of this Lease and/or collect a debt, Lessee agrees to pay all costs of such action, including all attorney's fees and all costs associated with any collection activity. If Lessee attempts to hold over they will be subject to prosecution for trespassing.

### 3.9 RENEWAL TERM

Nothing herein shall give the Lessee the right to renew this Agreement. Renewal Option Deadline is December 4th, 2020. A renewal lease must be signed by the Lessee no later than December 4th, 2020 or Lessee forfeits any option to renew. In the event Lessee does not renew this Lease upon the date cited above, Lessee shall vacate the premises on or before 12:00 NOON on the lease ending date set out in the first paragraph of this Lease.

### 3.10 RIGHT OF ACCESS

Lessor shall have the right to access the premises, without notice, for inspection and maintenance during reasonable hours, and Lessee agrees not to withhold access to the premises unreasonably. In case of emergency, Lessor may enter the premises at any time to protect life and/or prevent damage to the property. In any event, Lessor shall have the right to display a FOR RENT or FOR SALE sign, with appropriate information thereon, on the premises. Lessor shall have the right of access to the premises for the purpose of showing the unit to prospective tenants upon making a diligent attempt to notify Lessee one (1) day prior to such appointment.

### 3.11 USE OF LOT

Lessee shall keep the lot and area in proximity of the unit entrances in clean and neat condition, and shall not put or allow any trash to be put thereon, nor cultivate plants, nor cut any trees without written permission of Lessor. If Lessee fails to properly maintain the yard and surrounding grounds in the immediate proximity of Lessee's unit, Lessors will contract for such service at a cost to Lessee of the cost of such maintenance plus a fee of \$25.00 for each time service is provided.

### 3.12 ISSUANCE OF KEYS AND PENALTIES

There shall be **one key issued per Lessee** upon the above-referred date the Lease becomes effective. At the termination of the lease each Lessee or Lessee(s) shall return to the Lessor **ALL KEYS** including the original key and all copies made by the Lessee(s). Failure to return all keys will result in a Ten (\$10.00) Dollar penalty per key and cost of locksmith. **Lost key policy:** In the event that the Lessee loses a key, the unit **may** be re-keyed at the Lessee's expense and be done by Lessor. Replacement of keys (\$10/ per key replacement) or re-keying will be at the Lessee's expense at a charge of \$50.00 plus any additional applicable fees, including but not limited to locksmith fees, after hours fees, and repair of damages.

By initialing below, you acknowledge and agree to the terms in Section 3.



# 4. General Clauses

### 4.1 DESTRUCTION OF PREMISES

If the premises are rendered untenable for a period in excess of seven (7) days, for any reason beyond the control of either party, the Lease shall terminate as of the date of such destruction or damage, and rent shall be prorated as of that date. Lessor shall have the right to determine tenability. Should Lessor make a determination of temporary untenability (i.e. due to loss of heat, power or water), Lessor may, at Lessor's sole option, approve a prorated per day credit for rent paid; however, Lessor assumes no obligation for reimbursement to Lessee of other accommodations or hotel/hotel expenses. Lessee may not withhold rent for any such expenses without the written consent of Lessor.

#### 4.2 ACCELERATION CLAUSE

In the event Lessee(s) should breach any of the terms of this Agreement, Lessor, in addition to the other rights contained herein shall have the right to accelerate all remaining rents which shall come due hereunder until the expiration date hereon. This includes, but is not limited to, Abandonment, Eviction, lease violations, etc. Lessor may take all legal steps necessary to collect these unpaid funds. Furthermore there will be 1.5% interest charged monthly on any balances owed on lease.

### 4.3 JURISDICTION

In the event Lessor shall be required to file any action against one or more Lessee herein as a result of Lessee(s)' breach hereof, Lessee(s) herein consent to jurisdiction and venue in Athens, Clarke County, Georgia.

### 4.4 AGENCY DISCLOSURE

GREEN PROPERTIES MANAGEMENT acts as Agents for the Owner in the Lease and is to be paid a commission by the Owner. GREEN PROPERTIES MANAGEMENT has not acted as Agent in this Lease for the Lessee.

### 4.5 INDEMNIFICATION

Lessee releases Lessor from liability for and agrees to indemnify Lessor against all losses incurred by the Lessee as a result of:

- 1. Lessee's failure to fulfill any condition of this Agreement;
- 2. Any damage or injury happening in or about the apartment or premises to Lessees, invitees, or licensees or such person's property;
- 3. Lessee's failure to comply with any requirements imposed by any governmental authority; and
- 4. Any judgment, lien or other encumbrance filed against premises as a result of Lessee's actions.

### 4.6 SAVINGS CLAUSE

If any provision of this Lease is determined to be in conflict with applicable Laws or Regulations rendering said provision unenforceable, all other provisions of this lease shall remain in full force and effect without such unenforceable provision and to this end, provisions of this Lease are severable.

### 4.7 SPECIAL STIPULATIONS

The following stipulations agreed upon between the parties, attached hereto and incorporated by reference:

1. See "Rules and Regulations for Lease" outlined in EXHIBIT "A".

- I have read the attached Rules and Regulations and understand them. I agree to abide by all rules and regulations and understand that failure to adhere to these rules and regulations will constitute a breach of my Lease Agreement and will entitle Lessor to terminate said Lease Agreement.
- 2. See "Security Deposit Policy and Cleaning Requirements for Move-Out" outlined in EXHIBIT "B".
  - I have read the attached Security Deposit Policy and Cleaning Requirements for Move-Out and understand them. I agree by any
    and all of the above and understand that failure to adhere to these requirements shall constitute a reduction in the refund of
    Security Deposit. Said charges will be used for proper cleaning of the premises.
- 3. See "Lease Section Checklist" in EXHIBIT "C".
- 4. See "Optional Utility Package Agreement" in EXHIBIT "D", if applicable.
- 5. See "Optional Furniture Package Agreement" in EXHIBIT "E", if applicable.
- 6. Any additional stipulations written in the space provided below:
- Green Properties Management, Inc. will only renew any of these 4 individual leases (John Doe, Jane Doe, James Name, & Patrick Name) in the assigned unit if we obtain 4 new individual leases (or one joint & several lease) for the same unit at the same time.
  - If, at any time and for any reason, any one of these 4 leases in in the unit is terminated, Lessor will lease the empty room to anyone of Lessor's choice.
  - Green Properties Management, Inc. will only sublet any of the leases if all lease holders in the assigned unit agree to the sublet.
  - All common room damage (e.i. kitchen, living room, dining room, hallways, and all bathrooms) will be charged evenly between lessees
    at the end of lease term.

By initialing below, you acknowledge and agree to the terms in Section 4.

Χ	
John Doe	

# 5. Exhibit "A"

### 5.1 RULES AND REGULATIONS FOR LEASE

- 1. Rent is due and payable on the first day of each month.
- 2. All yards, decks, patios, hallways, passageways, driveways, etc., shall not be congested or used for storage by Lessee. No interior furniture shall be allowed to be stored permanently or temporarily on the exterior of the premises. No towels, articles of clothing, bottles, beer kegs, mops, trash cans, laundry, car seats, etc., will be permitted to be stored or hung over the patios or balconies of the dwelling, temporarily or permanently.
- 3. Security Deposit will not be returned until the apartment is cleaned and vacated. Security Deposit is not to be considered as last month's rent and is subject to forfeiture pursuant to lease provisions.
- 4. The Lessor acknowledges the right of Lessee to entertain friends, but requires the following: No illegal activity, noisy or disorderly conduct, annoying or disturbing to other occupants of the building or apartment community, shall be permitted. Outdoor social gatherings/parties will end or be moved indoors no later than 10 PM and shall be abide by local noise ordinances. A determination as to what activity may constitute a violation of this provision shall be at the sole discretion of Lessor. Lessee is responsible for all activities of their guests. The following shall apply to complaints concerning a Lessee's violation of this rule. Lessee understands that Lessor may at their discretion proceed with the eviction process after any violation.
  - 1. FIRST: A written warning will be issued to the Lessee, specifying the complaint that was filed.
  - 2. SECOND: Upon a second complaint, a \$50.00 fine will be assessed against Lessee and the Guarantor will be notified.
  - 3. **THIRD**: Upon a third complaint, which is not refuted, a fine of \$100.00 will be assessed and Lessor may, at his discretion, declare the lease to be in default.
  - 4. In order for a Lessee to refute a complaint, it is understood that the burden of proof is upon the Lessee.
  - 5. Any violation of lease could be considered default and Guarantors will be notified.
- 5. Lessee should use only approved nail-type hangers to hang pictures on walls. Do not use glue or stick on tape. Do not hang anything on the doors. Lessees should also use caution when cleaning if using bleach, fingernail polish remover, acne medication and plant food. Such substances may bleach carpet.
- 6. All garbage or refuse (including but not limited to beverage cups/containers, paper, gum, wrappers, and cigarette butts) must be carefully wrapped or in bags and placed in appropriate containers (i.e. inside the trash receptacles, not beside them) located on the premises or properly placed for pick up by private or municipal garbage services.
- 7. **Tenant shall not smoke within the residence.** Lessee shall be responsible for all costs to return residence to smoke-free condition, including but not limited to HVAC cleaning/replacement, surface treatments, painting, carpet cleaning/replacement, environment

- treatments, etc. Smoking is prohibited in common areas such as swimming pools, mailboxes, and around the leasing office. Smoking is allowed outside of the residence, but all cigarette butts and other litter should be extinguished properly and placed in an appropriate trash receptacle. All residents should be respectful of all other residents with regard to requests not to smoke in certain areas.
- 8. All glass, locks, screens and trimmings in or upon doors and windows belonging to the building shall be kept whole and in place. No physical change may be made to the exterior or interior of the dwelling. Repairs or replacement because of removal, breakage, or damage to any of the above shall be charged in full to the Lessee.
- 9. Lessee(s) shall be responsible for promptly reporting all damages done to the premises to Lessor within eight (8) hours of such damages. If damage is the result of criminal activities, Lessee is responsible for bringing in a copy of the Police Report.
- 10. Lessee(s) shall be responsible for all costs relating to repairs that may become necessary to their dwelling and dwellings around Lessee(s)' which may be caused by damage to premises from overflow of drains or plumbing clogs due to the abuse or neglect of persons in the premises. NOTE: LOW VOLUME TOILETS ARE NOT DESIGNED TO ACCOMMODATE ANYTHING OTHER THAN BODY WASTE OR SMALL AMOUNTS OF TOILET TISSUE. Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Paper towels, wet wipes, feminine hygiene products, sweepings, rubbish, rags, ashes, or other foreign substances shall not be thrown herein. Any damage to such apparatus and the cost of cleaning or replacing plumbing resulting from misuse shall be borne by Lessee.
- 11. Lessee is responsible for cleaning and upkeep of all carpet and flooring within the premises. Lessee should purchase both a vacuum cleaner and mop, and use them once a week to clean the entire apartment. Once dirt is ground into the fibers of carpet and isn't cleaned regularly, it can be impossible to get clean. Damage from oil, especially cooking oil, often results in full replacement of carpet. Lessee is responsible for all costs related to cleaning or replacing of dirty or damaged carpet/flooring upon termination of the lease.
- 12. Lessee shall be responsible for reporting any change in family size or composition change in any occupant of the dwelling in the Lessor. Failure to do so will be considered a breach of the Lease. All Lessees signing this lease are jointly and severally responsible for payment of the total amount of all rents due. Number of Lessees per apartment cannot exceed the number of bedrooms in the apartment.
- 13. No waterbeds will be allowed by the Lessor.
- 14. At no time will motor vehicles be parked on lawns, grass, fire lanes, double parking and yellow or red curb areas. Vehicles shall be parked in designated spaces and facing in the proper direction. No type of non-operative, unregistered vehicle or vehicles with expired tag will be permitted on premises. Management will remove any vehicle in violation of this paragraph without notice at the expense of the owner of the vehicle. No repairing or washing of vehicles will be permitted on the premises. Although ample parking space is provided for tenants, this space may prove inadequate at certain times; such as when Lessees may be entertaining or on football or other sports or college activities. Lessor will not guarantee parking spaces.

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By initialing below, you acknowledge and agree to the	ne terms in Section 5.

X \_\_\_\_\_\_ John Doe

# 6. Exhibit "B"

### 6.1 SECURITY DEPOSIT POLICY & CLEANING REQUIREMENTS FOR MOVE-OUT

This outline explains how management will handle move-out inspections and security deposits. Refund of the security deposit is subject to the following provisions:

Move-In Inspection forms must be completed and returned to Green Properties Management at the time of move-in. A comparison will be made between items listed on this form and the condition of the unit upon move-out and appropriate charges for cleaning and/or repairs will be deducted from the Security Deposit.

This is a general guide, and may or may not include everything necessary for appropriate cleaning. The intent is for the unit to returned in the same or better condition than it was received

### 6.2 GENERAL CLEANING

- 1. No holes or scratches on walls other than those made by approved picture hangers. All nails must be removed. Only Large holes need to be spackled. Do not attempt to fix any holes or scratches unless you are experienced.
- 2. Ceiling fans, light fixtures and globes must be cleaned.
- 3. All trash must be removed and placed in proper containers.
- 4. Balconies, patios and garages must be free of all debris and swept.
- 5. Door and window tracks must be cleaned. All cobwebs removed from walls, ceilings and corners. Clean all mini blinds; **Damage to mini blinds is the responsibility of the Lessee**.
- 6. All windows must be closed and locked with screens in place and keys ready to be returned to Green Properties Management at the scheduled move out time.

#### 6.3 KITCHEN/LAUNDRY

- 1. Defrost freezer and clean refrigerator, shelves, & crisper thoroughly. To avoid damage to refrigerator, leave plugged in and on at the recommended setting.
- 2. Clean exterior and interior of all cupboards, doors, tile, fan and faucet fixtures. Wipe out dishwasher.
- 3. Clean stove-top and oven. Including all control knobs, oven racks, and surfaces.
- 4. Sweep/Vacuum and mop floors.
- 5. Clean washer and dryer; wipe down inside and out. Clean lint trap.
- 6. Clean inside of drawers and cabinets.

### 6.4 LIVING ROOM/DINING ROOM/BEDROOMS

- 1. Clean baseboards; clean finger marks off walls, doors and outlet covers.
- 2. Wipe drapery rods and mini blinds.
- 3. Window sills must be cleaned, window interiors washed, and screens left in good condition.
- 4. Leave no marks on walls from stick-on type picture hangers, tape or other fixatives.
- 5. Closets vacuumed and all clothes hangers removed.
- 6. All floors need to be swept/vacuumed.

### 6.5 BATHROOM

- 1. Toilet, tank, seat and base thoroughly cleaned.
- 2. Clean chrome/wooden fixtures throughout and clean fan fixture.
- 3. Mirrors cleaned.
- 4. Tile and floor cleaned. Also baseboard around floor should be wiped off.
- 5. Clean shower stall(s), bathtub(s) and tiled walls.
- 6. Wipe down inside of drawers and cabinets.
- 7. Sweep/Vacuum and mop floor.

#### 6.6 ADDITIONAL STEPS BEFORE MOVE-OUT

- 1. All utilities should be paid up to date and taken out of Lessee(s) name as of the lease expiration date.
- A new address is to be left with Green Properties Management for the purpose of mailing Lessees security deposit refund. Green
  Properties Management is NOT responsible for forwarding any mail. Forms to forward mail can be acquired online or at any Post
  Office.
- 3. The full term of the lease is to be expired and all unpaid late charges, repair charges and any delinquent rents must be paid prior to issuance of security deposit refund.

If any or all of the above listed conditions are not met, a portion or all of the security deposit may be forfeited, and further charges may be accrued. Security Deposits are refunded equally to all names on the lease and mailed to the forwarding addresses you provided to Green Properties Management.

By initialing below, you acknowledge and agree to the terms in Section 6.



# 7. Exhibit "C"

### 7.1 LEASE SECTION CHECKLIST

Lessee(s) need to initial. By initialing below, I, as Lessee, confirm that I understand and agree to the following:

- 1. This is a legal contract and I am bound to the terms and conditions herein. That each individual/guarantor on the lease is responsible for the full amount of rent each month for the entire term of the lease.
- 2. That all rent will still be due under the entire terms of the lease even if I do not take possession, or if I am evicted or abandon the said unit.
- 3. When a check is returned for non-payment there will be a service charge of \$35.00 plus applicable late fees if rent is considered past due. If Green Properties Management receives one (1) checks back from the bank for non-payment, Green Properties Management will no longer accept checks. I will need to pay by Money Order or Bank Cashiers Check.

- 4. If I do not sign my Move-In Inspection Sheet, Green Properties Management will assume the apartment was in perfect condition and I will assume responsibility for all damages.
- 5. I am responsible for turning in all requested Sponsor Guarantees to Green Properties Management. Failure to turn in a Sponsor Guarantee that was requested DOES NOT let me out of any lease obligations, and Green Properties Management can withhold keys if they so choose; but rent will still be due under the terms of the lease.
- 6. I am responsible for all plumbing problems due to my negligence, i.e. toilets backing up, sinks that are clogged due to what has been "put" down the drains. This is also to include responsibility for any and all damages associated with the problem. I will purchase a proper plunger. Green Properties Management is not responsible for clogged drains due to Lessees' fault or cause
- 7. I will make sure that all utilities are set up at least two (2) weeks before my lease begins. That I can contact utility companies as far in advance as I would like, and schedule service to begin on the starting date of my lease. That I will pay a \$50 fine if utilities are not set up at the beginning of my lease, in addition to all utility charges incurred.
- 8. I will not alter the interior or exterior of my unit without written permission from Green Properties Management. This includes, but is not limited to, painting, wallpaper, and keyed locking doorknobs on interior doors.
- 9. I will not bring any animal onto the premises without first contacting lessor and signing the Pet Addendum. A \$250 will be charged for each appearance of an animal on the premises.
- 10. I will not smoke in my apartment. Repairing damage from smoking in an apartment can cost upwards of \$3,000, including but not limited to replacement of air handler, replacement of ductwork, replacement of carpeting, etc.
- 11. I will purchase a vacuum cleaner and mop, and ensure that all flooring is cleaned weekly, because improperly maintaining flooring damages the flooring and I will be held liable for damages.
- 12. I will not install a satellite dish system. Satellites dishes cause damage to units that will be the responsibility of the Lessee if installed.
- 13. All grills must be used and stored in accordance with applicable laws and codes.
- 14. My lease does not begin until the time and date listed. The unit will not be ready until then.
- 15. Green Properties Management does not allow subleasing, except by specific arrangement with Management. If I move out before the end of the lease I am still responsible for the full amount of rent. Green Properties Management does not get involved in roommate disputes.
- 16. If repairs are not reported to Green Properties Management, I will be responsible for all bills incurred, i.e. water bills due to drips or a running toilet, electric charges due to A/C or water heater problems, etc.
- 17. Green Properties Management reserves the right to remove Lessees from a unit after a single lease violation. This is the sole discretion of management.
- 18. No verbal agreement shall supersede anything in this lease agreement. Lease prevails in all situations. Any changes must be in writing and introduced as an addendum to this lease.
- 19. Honest and open communication with Management on any point of confusion or problem is essential. Ours should be a relationship of mutual respect.
- 20. An agent from Green Properties Management has explained the lease to me and I understand what I am signing.

By initialing below, you acknowledge and agree to the terms in Section 7.	
X	
John Doe	

# 8. Sign and Accept

### 8.1 SIGNATURE

Please make sure you have read over the lease and understand it's contents. If yo	ou have any questions, please ask before signing
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X	•	
	Lessee	John Doe
	Date Signed	
Χ		
	Lessor	
	Date Signed	