

**RESIDENTIAL LEASE AGREEMENT – NEWBERRY APARTMENTS**

DATE OF LEASE: \_\_\_\_\_

LANDLORD: **CORE SVA ATHENS WILLOW, LLC**

TENANT: \_\_\_\_\_

LANDLORD agrees to lease and TENANT accepts this Residential Lease Agreement (“LEASE”) on the following conditions:

THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. All tenants in the UNIT identified in **Paragraph 1(b)** are jointly responsible for all obligations under this LEASE except for RENT (as defined in **Paragraph 3**), the SECURITY DEPOSIT (as defined in **Paragraph 5**) and any fees which are the individual responsibility of each tenant in the UNIT.

**1. PROPERTY AND OCCUPANTS.**

LANDLORD agrees to lease to TENANT a Bed Space in a Bedroom in the following UNIT at:

a) **PROPERTY:** NEWBERRY APARTMENTS (also referred to in this LEASE as the “Apartment Community”) located at:

\_\_\_\_\_

b) **UNIT:** The Bedroom assigned to TENANT and the Common Area in the UNIT is collectively referred to as the UNIT. TENANT’S specific UNIT and Bed Space will be assigned to TENANT by LANDLORD prior to the Commencement Date listed in **Paragraph 2**.

UNIT #: (To Be Assigned By LANDLORD)

Bed Space: (To Be Assigned By LANDLORD)

Bedroom: (A, B, C, D, E), which is a \_\_\_\_\_ accommodation in a \_\_\_\_\_ bedroom, \_\_\_\_\_ bathroom UNIT in floor plan type \_\_\_\_\_ located within the Apartment Community.

“Common Area” means those areas within the UNIT to which TENANT has access without going into another Bedroom and, within the Apartment Community, those areas to which all tenants have general access.

The UNIT will be used solely as a residence and for no other purpose. Conducting a business of any kind in the Apartment Community, including the UNIT, is strictly prohibited.

LANDLORD has the right to relocate TENANT from one bedroom to another or even to another bedroom in a different unit within the Apartment Community.

c) **OCCUPANT:** The Bedroom will be occupied only by TENANT and (list all other occupants not signing this LEASE or another LEASE within the Bedroom):

No one else may occupy the Bedroom. Persons not listed above must not stay in the Bedroom for more than two consecutive days without LANDLORD’S prior written consent, and no more than four days in any one calendar month. TENANT hereby agrees that LANDLORD may share TENANT’S name and contact information with the other tenants in the UNIT, if applicable.

If TENANT allows another person to occupy any unleased bed space in the UNIT, TENANT will be responsible for the RENT for that bed space. TENANT will be responsible for all costs associated with returning the unleased bed space to its original condition. LANDLORD has the right, when any bed space within the UNIT is unleased, to place a new tenant in the unleased bed space unless TENANT and all other tenants in the UNIT, if applicable, agree to pay LANDLORD, as part of TENANT’S RENT, the RENT and other charges that would be charged for such bed space if leased.

Roommate compatibility and room preferences are not guaranteed. The fact that TENANT and/or the other tenants in the UNIT may be in conflict with each other will not result in any termination of this LEASE.

During the Term, TENANT and OCCUPANT, if any, have the right to each of the following:

(i) TENANT’S and OCCUPANT’S use of the Bed Space in the Bedroom;

(ii) Shared with the other tenants in the UNIT, if applicable, TENANT’S and OCCUPANT’S use of the Common Area in the UNIT;

(iii) Shared with the other tenants in the UNIT, if applicable, TENANT’S and OCCUPANT’S use of all appliances within the Common Area of the UNIT;

(iv) If the Bedroom or UNIT is furnished, TENANT’S and OCCUPANT’S sole (if Bedroom is “Private”) or shared with the other tenant in the Bedroom (if Bedroom is “Shared”) use of furniture within the Bedroom; and shared with the other tenants in the UNIT, if applicable, TENANT’S and OCCUPANT’S use of all furniture within the Common Area of the UNIT;

(v) TENANT’S and OCCUPANT’S shared use of the mailbox assigned to TENANT by LANDLORD. If the postmaster serving the Apartment Community has instituted or begins instituting during this LEASE “single drop delivery,” LANDLORD will place TENANT’S and OCCUPANT’S mail in the mailbox, but shall have no liability for misdelivery, delays in delivery and/or failure of delivery; and

(vi) TENANT’S and OCCUPANT’S shared use of all Common Areas, amenities, and grounds of the Apartment Community.

**2. TERM.**

The term of this LEASE shall commence at noon on \_\_\_\_\_ (the “Commencement Date”)

The term of this LEASE shall end at noon on \_\_\_\_\_ (the “Expiration Date”).

Such period of time from the Commencement Date to the Expiration Date is referred to as the “TERM.”

**3. RENT.**

Total RENT due for the TERM is \_\_\_\_\_.

\_\_\_\_\_:

RENT will be due in \_\_\_\_\_ equal installments of \_\_\_\_\_ per month.

There are no prorated RENT amounts under this LEASE. TENANT must also pay additional charges as identified in this LEASE when due. All monetary obligations of TENANT to LANDLORD under this LEASE shall be deemed to be “RENT.” The first RENT payment is due on July 1<sup>st</sup> prior to the Commencement Date. All subsequent payments of RENT must be paid on or before the first day of each and every calendar month during the TERM.

If TENANT does not pay RENT on time, TENANT will be in default and all remedies under Georgia law and this LEASE will be available to LANDLORD to the extent permitted by law. THIS IS YOUR NOTICE THAT IF YOU DO NOT PAY YOUR RENT WITHIN FIVE DAYS AFTER THE DUE DATE, LANDLORD MAY BEGIN EVICTION PROCEEDINGS. UNLESS OTHERWISE PROVIDED BY LAW, LANDLORD IS NOT REQUIRED TO GIVE YOU FURTHER NOTICE WHILE YOU OCCUPY THE UNIT.

**4. RENTAL PAYMENTS.**

a) RENT is due on the applicable due dates listed in **Paragraph 3** and TENANT must pay RENT on the due dates listed in **Paragraph 3** without prior notice or demand from LANDLORD.

b) RENT will not be considered late if it is received by LANDLORD by the third day of the month in which it is due. If TENANT does not pay monthly RENT in full on or before the third day of the month, TENANT shall pay a late fee of 10% of the outstanding balance plus \$5.00 per day up to a maximum of \$200.00 beginning on the fourth day of the month until LANDLORD receives all RENT past due and any unpaid charges due under this LEASE, and all RENT for the entire remaining balance of the TERM, at LANDLORD’S option, may be accelerated and immediately due and payable in full.

c) TENANT must pay RENT in full when due and may not deduct funds from rental payments for any reason unless otherwise allowed by law. LANDLORD may first apply payment(s) towards any outstanding balances due, such as, but not limited to, delinquencies, prior balances, late fees, maintenance and/or damage charges, additional charges and lockout fees before crediting such payment to the current RENT.

d) TENANT may NOT pay RENT or any additional charges in cash without the prior written permission from LANDLORD. TENANT must pay RENT by check, certified or cashier’s check, money order, credit card, online payment, or as otherwise agreed by LANDLORD in writing. LANDLORD may require payment in any of the above forms of payment or by one monthly check rather than multiple checks. If LANDLORD agrees to accept RENT in any other form than check or money order, a convenience fee will be added to the amount due. The convenience fee may change during the TERM. LANDLORD is not required to provide a receipt for payments made by check or money order, and evidence of such payments shall be maintained by

TENANT. Currently the convenience fees for paying online are set dependent on payment type as follows:

- (i) \$1.70 for e-check payments;
- (ii) \$1.00 for recurring e-check payments
- (ii) \$6.95 for debit card payments; and
- (iii) \$2.50 plus 2.95% for credit card payments.

These convenience fees are subject to change at any time.

e) Except as otherwise provided by law, any accord, satisfaction, conditions or limitations noted by TENANT on or in any payment shall be null and void.

f) Except as otherwise provided by law, without being required to do so, LANDLORD may accept partial payment of RENT along with a Partial Payment Agreement signed by TENANT containing terms acceptable to LANDLORD, but LANDLORD does not waive LANDLORD'S rights in such circumstance to collect and enforce the payment of the remainder of such RENT.

TENANT is liable for all costs or charges associated with LANDLORD having to provide special services (unless required by law) to TENANT or OCCUPANT or at TENANT or OCCUPANT'S request and for all fees or fines as described in the Rules and Regulations. Unless required by law, the provision of any special services shall be at LANDLORD'S sole and absolute discretion.

**5. SECURITY DEPOSIT AMOUNT.**

The SECURITY DEPOSIT is \_\_\_\_\_. The SECURITY DEPOSIT must be paid on or before the date this LEASE is signed by TENANT. This amount does NOT include any pet deposit, if applicable.

LANDLORD will retain the SECURITY DEPOSIT in a separate escrow account at the following depository:

Webster Bank  
145 Bank Street  
Waterbury, CT 06702

**6. FEES.**

In addition to RENT and all other charges due under this LEASE, TENANT agrees to pay LANDLORD the following fees and charges (list number of each in space below)

<u>  1  </u>	Application Fee	\$75.00/LEASE
<u>  1  </u>	Community Fee (new)	\$400.00/LEASE
<u>  1  </u>	Community Fee (renewal)	\$175.00/LEASE
<u>  1  </u>	Holding Deposit	_____
<u>  1  </u>	Electric fee	\$54/LEASE/YEAR

TENANT understands that the Holding Deposit is non-refundable and not a security deposit. The Holding Deposit will be applied towards RENT when TENANT completes all of the following conditions: (a) signs and delivers the Move-in Condition Form as provided in Paragraph 14, (b) pays the SECURITY DEPOSIT to LANDLORD; and (c) moves into the UNIT. The Holding Deposit will be forfeited to LANDLORD if TENANT fails to complete any of the above conditions.

**7. PLACE AND NAME OF PAYMENTS.**

RENT payments are to be made payable to CORE SVA ATHENS WILLOW, LLC. Unless electronic payment arrangements are made, RENT must be paid to LANDLORD at the following address:

\_\_\_\_\_  
\_\_\_\_\_

**8. RETURNED CHECKS.**

If TENANT'S check is returned or automatic electronic draft is rejected by the bank, TENANT:

- a) shall pay a charge equal to the greater of (i) \$30.00 and (ii) 5% of the amount of and for each returned check or rejected automatic electronic draft as additional RENT;
- b) shall pay late fees retroactive to the due date listed in Paragraph 3; and
- c) will be in violation of the LEASE for failing to pay RENT on time, unless the charge and late fees described in this Paragraph 8 and RENT are paid within the notice requirements of Georgia law.

If two of TENANT'S personal checks are returned to LANDLORD, LANDLORD will require that all sums from TENANT be payable to LANDLORD in either certified or cashier's check or money order during the remaining balance of the TERM.

**9. PARENTAL OR SPONSOR'S GUARANTY.**

Each TENANT listed on Page 1 of this LEASE must provide LANDLORD a legally binding parental or sponsor's guaranty in a form acceptable to LANDLORD in LANDLORD'S sole and absolute discretion ("GUARANTY"). The GUARANTY for each TENANT must be delivered to LANDLORD within seven days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at any time thereafter if TENANT does not timely provide the GUARANTY to LANDLORD. TENANT will not be allowed to move-in without a complete LEASE file including the GUARANTY. If TENANT does not have a signed GUARANTY, TENANT is still liable for all LEASE payments for the TERM. It is LANDLORD'S option as to whether to accept the GUARANTY or not. It is not the option of TENANT as to whether or not to have the GUARANTY completed and returned to LANDLORD.

**10. MEALS.**

Meals are not offered at the PROPERTY.

**11. NON-AFFILIATION.**

LANDLORD and the Apartment Community are not affiliated with any college, university or trade school. If TENANT is either currently enrolled or attempting to enroll in a college, university or trade school, all duties and obligations of TENANT under this LEASE remain in full force and effect regardless of TENANT'S disenrollment from, the closure of or the lack of on-campus classes at TENANT'S college, university or trade school.

**12. NOTICES.**

Except as otherwise provided under Georgia law, TENANT must send all notices by email with a hard copy sent by pre-paid postage via certified or registered mail, return receipt requested, or via hand delivery to LANDLORD at the address listed in Paragraph 7 of this LEASE or to PROPERTY MANAGER at the address listed below. Except as otherwise provided under Georgia law, LANDLORD must send all notices by pre-paid postage via certified or registered mail, return receipt requested, or via hand delivery to TENANT at the UNIT or TENANT'S mailbox. Notice is given when notice is mailed or hand delivered.

TENANT is hereby advised of the following:

a) The property manager of the Apartment Community is Core Campus Management LLC, ("PROPERTY MANAGER"), with an address of:

\_\_\_\_\_  
\_\_\_\_\_

b) PROPERTY MANAGER is authorized to act for and on behalf of LANDLORD to manage the PROPERTY and for the purpose of service of process and receiving and receipting for notices and demands.

**13. UTILITIES.**

a) LANDLORD will supply and pay for the following utilities / services:

Internet Service

NOTE: TENANT agrees to use utilities in a careful and conservative manner. TENANT is responsible for the payment of all other utilities including (but not limited to): water, waste water, electricity, gas, cable, trash and phone.

b) At the end of the TERM, TENANT must provide LANDLORD with satisfactory proof that all utilities, if any, billed to TENANT have been paid in full. LANDLORD may at its option apply the SECURITY DEPOSIT to any outstanding utility charges.

c) TENANT will pay for electricity in the following manner: LANDLORD will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in the UNIT and bills LANDLORD directly for such charges. TENANT'S share of the electric charges shall be a fraction, the numerator of which is the number of days in each electric utility statement period TENANT leased a bed space in the UNIT and the denominator of which is the total number of days in the same electric utility statement period each bed space in the UNIT was leased by LANDLORD to a tenant.

d) TENANT will pay for water and waste water in the following manner: TENANT shall pay for water and waste water services based on an allocation formula, not actual meter reads. The water and waste water bills received by LANDLORD from the local utilities will be used to calculate the charges per TENANT. Specifically, the total water and waste water bills will be calculated as follows: LANDLORD'S water and waste water bills will be allocated to the UNIT using a percentage based on the number of occupants in the UNIT compared with the total number of occupants in the Apartment Community. TENANT'S share of the water and waste water charges allocated to the UNIT shall be a fraction, the numerator of which is the number of days in each water and waste water utility statement period TENANT leased a bed space

in the UNIT multiplied by the number of OCCUPANTS (the "Allocated Share") and the denominator of which is the total sum of the Allocated Shares of all tenants in the UNIT.

e) Prior to allocating LANDLORD'S water and waste water bills using the method described above, LANDLORD will deduct at least five percent to account for Common Area usage. LANDLORD and TENANT agree that the exact amount of the water and waste water, used in each unit and the exact amount of water and waste water usage cannot be determined precisely, but that the methods described above to calculate those amounts are reasonably accurate estimates. TENANT acknowledges that under the billing method described above, TENANT may be paying for water and waste water usage in the Common Areas or in other units and that TENANT will receive bills regardless of whether or not TENANT is physically in the UNIT for any period of time. TENANT further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

f) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT include door-to-door trash pickup).

g) TENANT agrees that LANDLORD may estimate any and all utility charges above upon TENANT'S move-out (or at any other time) and such amounts shall be deemed final. TENANT is responsible for all setup, deposits, and activation fees of all utilities not paid for by LANDLORD.

h) The billing methods described herein may be changed by LANDLORD by providing TENANT with the shorter of 30 days' prior written notice or the minimum number of days required by Georgia and/or local laws, and TENANT acknowledges that in certain situations it is necessary to make a change to the billing method.

i) The utility bill will be sent to TENANT by Conserve, a third party billing provider, or its successors or assigns. Each bill will include an annual service fee of \$54 in addition to the utility charges. This service fee is for administration, billing, overhead and similar expenses and charges incurred by LANDLORD for providing billing services and may be increased if LANDLORD'S expenses increase upon the shorter of 30 days' written notice or the minimum number of days required by Georgia and/or local laws. Any disputes related to the computation of TENANT'S bills will be between TENANT and LANDLORD.

j) **INTERNET SERVICE**

**Telecommunications Services**

LANDLORD is providing basic internet service to TENANT. This service includes high speed broadband available in select locations throughout the PROPERTY. Internet service will be provided by LANDLORD in each Bedroom through an arrangement with an outsourced service provider. Service is subject to Network Access, Acceptable Use and Performance Level terms (see below). If TENANT wants additional television channels, voice service or additional internet capacity, TENANT must make arrangements through a LANDLORD-approved provider (unless otherwise provided by law) at TENANT'S expense. These additional services must remain on and paid for by TENANT, in TENANT'S name, through the Expiration Date regardless of whether TENANT has vacated the UNIT.

LANDLORD will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the UNIT or the PROPERTY or any damage directly or indirectly caused by the interruption, surge or failure. TENANT hereby releases LANDLORD from any and all such claims and waives any claims due to such outages, interruptions, or fluctuations.

**Network Access**

TENANT may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. LANDLORD is not responsible for the purchase of these items and LANDLORD cannot guarantee compatibility with any device TENANT or OCCUPANT may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and TENANT and/or OCCUPANT'S computer operating system or any other feature will be the responsibility of TENANT to resolve. LANDLORD will not be responsible for software issues related to the user's personal computer.

**Acceptable Use**

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized. Sharing access to copyrighted material on the network is prohibited. Be advised that LANDLORD and LANDLORD-approved providers will

cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or within a UNIT where access of the Internet services were obtained. TENANT consents to any and all such disclosures.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. LANDLORD and LANDLORD-approved providers strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

**Performance Levels**

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) levels, but reasonable efforts will be made to ensure the highest possible quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching." Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user.

Reasonable efforts will be made to ensure availability of the Internet services to users. Service outages for routine maintenance, equipment or service failures, or emergency servicing will happen over the course of the year and LANDLORD shall have no liability for any outages.

**14. CONDITION OF UNIT.**

TENANT accepts the UNIT and PROPERTY in its present condition and designates it fit and habitable. To the extent permitted by law, LANDLORD disclaims all express and implied warranties with respect to the UNIT and the PROPERTY. Prior to taking possession of the UNIT, TENANT has the right to inspect the UNIT to confirm any defects and damages listed in the Move-in Condition Form provided to TENANT and may provide LANDLORD with a written list of any variations to the form. As part of the form, TENANT must test all smoke detectors. The purpose of the form is to document the condition of the UNIT at the time the TERM of the LEASE commences. Any items not specifically identified in the form by TENANT shall be deemed in good condition.

TENANT shall sign and deliver the Move-in Condition Form to LANDLORD or PROPERTY MANAGER prior to taking possession of the UNIT. TENANT should keep a copy of the form signed by LANDLORD or PROPERTY MANAGER. If LANDLORD does not receive the form within the time given, TENANT acknowledges that there are no defects or damages not identified in the form. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear excepted. TENANT is responsible for all damage to the UNIT that occurs after acceptance, reasonable wear and tear excluded. **TENANT acknowledges and agrees that having to paint a UNIT at any time after TENANT takes possession of the UNIT could be billed back to TENANT if the damages are considered above reasonable wear and tear by LANDLORD in its sole discretion.**

TENANT is hereby advised that the PROPERTY has a fire protection system in place.

**15. APPLIANCES AND FURNITURE.**

a) LANDLORD will provide the appliances and furniture listed below:

- Refrigerator/Freezer
- Dishwasher
- Range
- Washer & Dryer
- Microwave

b) LANDLORD will repair or replace non-working appliances.

c) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliance or furniture that is broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item which is broken, damaged, not working or not in the UNIT because of the fault of TENANT, OCCUPANT or "TENANT'S Guests," which shall mean any invitees, licensees, and agents of TENANT. TENANT agrees to not add any additional heating or refrigeration device to the UNIT at any time.

**16. LANDLORD UNABLE TO GIVE POSSESSION.**

a) To the extent permitted by law, LANDLORD shall not be responsible or liable to pay any damages, or, be held liable, to TENANT if LANDLORD cannot give possession of the UNIT to TENANT on the Commencement Date, for any reason whatsoever.

b) If LANDLORD is unable to give possession of the UNIT to TENANT on the Commencement Date, then, at LANDLORD'S sole election to the extent permitted by law, either:

(i) RENT will be abated on a daily basis during the delay, in which event LANDLORD shall not be liable for any such delay in delivering possession of the UNIT to TENANT and TENANT must pay RENT or additional charges for any part of a month that TENANT has possession; or

(ii) LANDLORD will, at LANDLORD'S sole cost and expense, provide TENANT with a temporary alternate bedroom accommodation (the "Temporary Accommodation") in another facility (such as a hotel or motel) until such time as the UNIT is ready for occupancy. In the event LANDLORD provides TENANT with a Temporary Accommodation, then, at all times while LANDLORD is providing the Temporary Accommodation, (A) the "UNIT" under this LEASE will be deemed to be the Temporary Accommodation, (B) TENANT will continue to pay all RENT and all other payments required to be paid by TENANT under this LEASE, and (C) all other applicable provisions of this LEASE will continue to apply. At such time as the UNIT is completed and ready for occupancy, LANDLORD will, at LANDLORD'S cost, move TENANT'S personal property within the Temporary Accommodation to the UNIT.

c) TENANT may terminate the LEASE if possession of the UNIT is not given to TENANT within 60 days of the Commencement Date. TENANT must give notice of such termination to LANDLORD in writing before the sixth day after the 60-day period has expired. The LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is terminating the LEASE pursuant to this **Paragraph 16(c)**. TENANT'S right to terminate the LEASE shall thereafter be null and void and all duties and obligations of TENANT under the LEASE will remain in full force and effect.

#### **17. USE.**

a) TENANT shall not permit any guest or invitee to reside in the UNIT, except OCCUPANT.

b) TENANT acknowledges that the UNIT may be occupied by one or more tenants and occupants provided the additional tenant(s) has an executed lease with LANDLORD for a bed space or bedroom in the UNIT.

c) TENANT may not commit any act or allow any activity to occur in the UNIT or on the PROPERTY, which violates or breaks any federal, Georgia or local laws or ordinances, or any applicable rules or regulations. TENANT may not use or allow the UNIT or the PROPERTY to be used for any disorderly or illegal purpose. The UNIT may only be used as a residence.

d) TENANT may not store or allow any hazardous, flammable or toxic substances in or on the UNIT or the PROPERTY. TENANT may not do or allow any behavior in the UNIT or on the PROPERTY which is a nuisance or which creates a risk of injury, loss or damage. TENANT may not engage in or allow any activity, which increases the costs of insurance or LANDLORD'S ability to either obtain or maintain insurance coverage on the PROPERTY.

#### **18. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.**

TENANT agrees that TENANT is responsible for:

a) all personal property, including automobiles, of TENANT, OCCUPANT and TENANT'S Guests;

b) loss, damage, costs, injury or death caused by TENANT, OCCUPANT or TENANT'S Guests;

c) any claim due to acts or from any failure to act by TENANT, OCCUPANT or TENANT'S Guests; and

d) payment for damages or costs of LANDLORD from any claim based upon the acts of TENANT, OCCUPANT or TENANT'S Guests.

#### **19. TENANT'S INSURANCE.**

TENANT shall acquire and maintain for the TERM of the LEASE a standard tenant liability insurance policy with liability coverage of at a minimum of \$100,000 per occurrence for TENANT'S legal liability for damage to LANDLORD'S property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage and such other coverages described in any addendum attached hereto (the "Liability Policy"). TENANT'S Liability Policy shall name LANDLORD as an additional insured. In the event that TENANT fails to obtain, maintain and deliver to LANDLORD written proof of the Liability Policy, LANDLORD shall have the right, but not the obligation, and TENANT automatically elects for LANDLORD to procure such policy coverage on TENANT'S behalf through the Landlord Required Insurance Policy ("LRIP"). In this event, TENANT will be charged a LRIP fee of \$12.00 per month as additional RENT under the LEASE and immediately due and payable by TENANT to LANDLORD.

#### **DAMAGE TO TENANT'S PROPERTY AND INSURANCE:**

LANDLORD does not provide any insurance coverage for TENANT or OCCUPANT'S personal property. Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD'S agent's or

employee's, neither LANDLORD nor LANDLORD'S agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT, OCCUPANT, or TENANT'S Guests due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER TENANT'S AND OCCUPANT'S PROPERTY. National Student Services, Inc. (<https://www.nssi.com/portal/sternrisk>) offers coverage through its Personal Property Protection Program which is being referred to in this LEASE merely for the convenience of TENANT as an example of such a program. LANDLORD makes no representations or warranties whatsoever regarding National Student Services, Inc. or its Personal Property Protection Program and TENANT is encouraged to speak with a qualified insurance professional about available coverages. TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD'S insurer for injury to any person and damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT, OCCUPANT, or TENANT'S Guests. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

#### **20. LANDLORD'S ENTRY INTO THE UNIT.**

LANDLORD may enter the UNIT:

a) by giving TENANT at least 24 hours prior written notice of intent to enter the UNIT or upon obtaining TENANT or OCCUPANT'S consent, which consent may not be unreasonably withheld, for such entry between 7:30 A.M. and 8:00 P.M. to (i) make repairs; (ii) deliver notices; (iii) improve the UNIT; (iv) show the UNIT to possible buyers, lenders or tenants; (v) inspect the UNIT periodically for compliance with the LEASE terms; (vi) investigate a suspected violation of the LEASE; or (vii) for any other reasonable purpose; and

b) without notice to TENANT and at any time (i) in an emergency, (ii) pursuant to a court order, (iii) to perform necessary work if TENANT has failed to remedy a health or safety violation, and/or (iv) when LANDLORD has reasonable cause to believe TENANT has abandoned or surrendered the UNIT.

If TENANT or OCCUPANT requests repairs, maintenance, or improvements to the UNIT, TENANT shall be deemed to have granted consent to LANDLORD to enter the UNIT and make the repairs, maintenance, or improvements as requested by TENANT or OCCUPANT.

#### **21. LANDLORD'S RESPONSIBILITY.**

To the extent permitted by law, LANDLORD is not responsible for any loss, expense, injury or damage to any person or property caused by items including, but not limited to:

- a) theft;
- b) fire;
- c) ice, snow or rain;
- d) water;
- e) plumbing or pipe leaks;
- f) malfunction of appliances;
- g) interruption of any utilities or services at the UNIT or the PROPERTY;
- h) power surges; and
- i) sprinkler systems.

Except as required by law, LANDLORD has no duty to remove ice, sleet or snow, but LANDLORD may do so in whole or in part, with or without notice to TENANT. EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, TENANT, FOR TENANT, OCCUPANT AND TENANT'S GUESTS, RELEASE LANDLORD, LANDLORD'S SUCCESSORS AND ASSIGNS, AND LANDLORD'S AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AND AFFILIATES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF TENANT'S, OCCUPANT'S, OR TENANT'S GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, OCCUPANT, OR TENANT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, OR THE PROPERTY, EXCEPT TO THE EXTENT SUCH CLAIM OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. TENANT ASSUMES FOR TENANT, OCCUPANT, AND TENANT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH THE USE OF THE UNIT, THE COMMON AREAS, THE PROPERTY OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR TENANT AND OCCUPANT'S USE, AND AT THE USER'S SOLE RISK. TENANT HEREBY INDEMNIFIES LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH LANDLORD OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF TENANT'S, OCCUPANT'S, AND TENANT'S GUEST'S NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

## **22. RULES AND REGULATIONS.**

a) LANDLORD may make reasonable Rules and Regulations to protect:

(i) the PROPERTY and the property of other tenants, neighbors, or other people; and,

(ii) the comfort, safety or rights of other tenants, neighbors, or other people.

b) TENANT, OCCUPANT, and TENANT'S Guests shall follow all Rules and Regulations made by LANDLORD, which are now in effect **and attached to this LEASE**. TENANT will follow any new Rules and Regulations made by LANDLORD during the TERM. **LANDLORD may charge TENANT a rule violation charge for each violation of the applicable Rules and Regulations. TENANT'S parents, sponsor and/or guarantor, as applicable, may be contacted for any violation of the Rules and Regulations.**

## **23. PETS.**

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has authorized so in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a pet deposit and pet fee. A pet deposit is considered a general SECURITY DEPOSIT. LANDLORD will authorize a service and assistance animal for a disabled person without requiring a pet deposit or pet fee. LANDLORD may require a written statement from a qualified professional verifying the need for the service and assistance animal. If a pet or other animal has been in the UNIT at any time during the TERM (with or without LANDLORD'S consent), LANDLORD will charge TENANT for defleaing, deodorizing, and shampooing the UNIT. TENANT must not feed stray or wild animals within the Apartment Community.

If TENANT, OCCUPANT or TENANT'S Guests violates pet restrictions (with or without TENANT'S knowledge), TENANT will be subject to charges, damages, eviction, and other remedies as provided in this LEASE. Initial and daily pet-violation charges and pet-removal charges are liquidated damages for LANDLORD'S time, inconvenience, and overhead (except for attorneys' fees and litigation costs) in enforcing pet restrictions and rules. LANDLORD may remove an unauthorized pet after leaving, in a conspicuous place in the UNIT, a 24-hour written notice of intent to remove the pet. LANDLORD may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling a pet, LANDLORD shall not be liable for loss, harm, sickness, or death of the pet unless due to LANDLORD'S gross negligence or willful misconduct. LANDLORD will return the pet to TENANT upon request and upon payment for the pet's reasonable care, if it has not already been turned over to a humane society or local authority. TENANT must also pay for any kenneling charges.

A \$500 fine will be assessed to TENANT for any violation of this **Paragraph 23** by TENANT, OCCUPANT or TENANT'S Guests.

LANDLORD has no lien on the pet for any purpose.

## **24. TRASH REMOVAL / RECYCLING.**

Trash must be disposed of in accordance with the directions of LANDLORD. All trash must be removed as it accumulates in the UNIT. Trash may not be kept in closets, hallways, basements, etc. Additionally, TENANT may never place trash or debris near the front door or on the patio or balcony. If any trash or debris is found in these areas, a reasonable fee will be charged for the removal of all items. TENANT acknowledges receipt of and shall comply with the trash removal and recycling guidelines contained in the Property Management Flyer for Tenants and Recyclable Items Flyer. If TENANT violates local ordinances for removal of trash and recycling, if any, and LANDLORD is fined, TENANT shall be responsible for any fine and the costs incurred to correct the action.

## **25. UNAUTHORIZED VEHICLES.**

a) TENANT may not park or allow any vehicle to be parked on the PROPERTY unless LANDLORD and TENANT execute a Parking Lease Agreement allowing TENANT or OCCUPANT to park a vehicle on the PROPERTY.

b) No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the PROPERTY at any time.

c) TENANT may not make or allow repairs to be made on vehicles on the PROPERTY.

d) LANDLORD may tow at TENANT'S expense any vehicle determined by LANDLORD to have been abandoned or parked in violation of this LEASE, other applicable parking rules or regulations, or in violation of applicable law.

## **26. MAINTENANCE.**

LANDLORD agrees to perform any maintenance or structural repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

LANDLORD shall act with customary due diligence to:

a) keep Common Areas of the PROPERTY (but not the UNIT, which shall be the responsibility of TENANT) reasonably clean;

b) maintain fixtures, furniture, hot water, heating, and A/C equipment;

c) substantially comply with applicable federal, Georgia, and local laws regarding safety, sanitation, and fair housing; and

d) make all reasonable repairs, subject to TENANT'S obligation to pay for damages for which TENANT is liable.

LANDLORD may temporarily turn off equipment and/or interrupt utilities to the UNIT and/or the PROPERTY to avoid property damage or to perform work requiring such interruption as determined in LANDLORD'S sole judgment. LANDLORD will not be liable for any inconvenience, discomfort, disruptions or interference with TENANT'S or OCCUPANT'S use of the PROPERTY because LANDLORD is making repairs, alterations or improvements to the UNIT or the PROPERTY. If TENANT or OCCUPANT requests any repairs, and LANDLORD approves such request, the repairs will be done during LANDLORD'S usual working hours unless TENANT or OCCUPANT requests in writing that such repairs be done during other hours and such request is approved by LANDLORD. If LANDLORD approves such request, TENANT will have to pay in advance any additional charges resulting from such request.

TENANT agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the UNIT. To prevent or minimize the occurrence and growth of mold in the UNIT, TENANT hereby agrees to the following:

(i) TENANT is responsible for replacing the HVAC filter at least four times during the TERM at TENANT'S expense. TENANT may purchase filters from LANDLORD at a cost of \$5.00 each.

(ii) TENANT shall (A) remove any visible moisture accumulation in or on the UNIT, including on walls, windows, floors, ceilings, and bathroom fixtures, (B) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (C) use exhaust fans in the kitchen and bathroom(s) when necessary, and (D) keep climate and moisture in the UNIT at reasonable levels.

(iii) TENANT shall clean and dust the UNIT regularly, and shall keep the UNIT, particularly the kitchen and bathroom(s), clean and dry.

(iv) **TENANT shall promptly notify LANDLORD in writing of the presence of any of the following conditions:**

(A) Any water leak, excessive moisture, or standing water inside the UNIT or any Common Area.

(B) Mold or mildew growth in or on the UNIT that persists after TENANT has tried to remove it with an appropriate household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

(C) A malfunction in any part of the heating or air-conditioning system in the UNIT.

TENANT shall be liable to LANDLORD for damages sustained to the UNIT or the PROPERTY as a result of TENANT'S failure to comply with the terms of this **Paragraph 26**, and LANDLORD shall not be liable for any damages sustained to TENANT'S, OCCUPANT'S or TENANT'S Guests' person or property as a result of any such failure.

TENANT is responsible for all pest control, except that LANDLORD shall provide an initial pest control treatment if the need for such treatment is reported to LANDLORD in writing within ten days after move-in. If LANDLORD incurs the cost of pest control in the UNIT or the PROPERTY as a result of the actions or inactions of any tenant in the UNIT, all tenants in the UNIT shall be responsible for the cost thereof.

## **27. REPAIRS.**

TENANT agrees to:

a) immediately report to LANDLORD any damages or needed repairs; and

b) pay for repairs which are needed due to the fault of TENANT, OCCUPANT or any of TENANT'S Guests.

If TENANT needs to send a notice or request — for example, for repairs, installations, services, ownership disclosure or security-related matter-- **IT MUST BE SIGNED AND PROVIDED IN WRITING** to the

PROPERTY MANAGER (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). LANDLORD'S or PROPERTY MANAGER'S written notes on TENANT'S or OCCUPANT'S oral request do not constitute a written request from TENANT.

LANDLORD'S compliance with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this LEASE. TENANT must promptly notify PROPERTY MANAGER in writing of: water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety. LANDLORD may change or install utility lines or equipment serving the UNIT if the work is done reasonably without substantially increasing TENANT'S utility costs. LANDLORD 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, TENANT must notify PROPERTY MANAGER immediately. If air conditioning or other equipment malfunctions, TENANT must notify PROPERTY MANAGER as soon as possible on a business day. LANDLORD will 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.

If LANDLORD believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to TENANT, LANDLORD may terminate this LEASE without liability by giving TENANT at least five days written notice. LANDLORD may also remove personal property if it causes a health or safety hazard. If the LEASE is so terminated, LANDLORD will refund prorated RENT and all deposits, less lawful deductions.

#### **28. CHANGES TO THE PROPERTY.**

TENANT must obtain written permission from LANDLORD before TENANT makes any changes, improvements or additions to the UNIT. TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for such changes.

#### **29. LAUNDRY FACILITIES.**

An individual washer and dryer are included in each UNIT. TENANT is responsible for cleaning the lint trap after each dryer use to prevent fire or malfunction.

#### **30. TAKING OF PRIVATE PROPERTY.**

a) Legal authorities are able to take property after paying for it. This is known as "condemnation."

b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located is taken by any legal authorities:

(i) LANDLORD may terminate this LEASE;

(ii) LANDLORD is not responsible for claims of TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and

(iii) TENANT, by signing this LEASE, has assigned to LANDLORD any rights which TENANT may have to any money paid by the legal authorities for or relating to the taking of the PROPERTY.

#### **31. FIRE OR OTHER CASUALTY.**

If in LANDLORD'S reasonable judgment, the UNIT, the Bedroom, or the PROPERTY is materially damaged by fire or other casualty, LANDLORD may terminate this LEASE within a reasonable time after such determination by giving TENANT written notice of such termination. If LANDLORD determines that material damage has not been caused to the UNIT, the Bedroom or the PROPERTY, or, if LANDLORD has elected not to terminate this LEASE, LANDLORD will, within a reasonable time, rebuild the damaged improvements, and this LEASE shall remain in full force and effect.

If the LEASE is terminated pursuant to this **Paragraph 31**, and TENANT did not cause the loss, LANDLORD will refund prorated, prepaid RENT, the Holding Deposit, and the SECURITY DEPOSIT, less lawful deductions.

#### **32. UNENFORCEABLE LEASE CONDITIONS.**

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE shall continue in full force and effect.

#### **33. SALE OF PROPERTY.**

In the event of the sale of the PROPERTY by LANDLORD to a new owner, the new owner may terminate this LEASE by giving TENANT 90 days' written notice.

#### **34. ASSIGNMENT BY LANDLORD.**

LANDLORD may assign this LEASE. If assigned, TENANT'S obligations shall continue in full force and effect to the new landlord. The new landlord will have all of the rights that LANDLORD has under this LEASE. Upon assignment of the LEASE by LANDLORD to another party, LANDLORD is expressly released from all obligations under the LEASE. LANDLORD may transfer this LEASE without obtaining TENANT'S approval.

#### **35. NO ASSIGNMENT OR SUBLETTING BY TENANT.**

TENANT MAY NOT ASSIGN ITS RIGHTS UNDER THE LEASE OR SUBLET, LICENSE OR PERMIT THE USE OR OCCUPANCY OF ALL OR ANY PART OF THE BED SPACE, BEDROOM, UNIT, OR THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, WHICH CONSENT LANDLORD MAY WITHHOLD FOR ANY REASON. Any attempted assignment of this LEASE or sublease, license or permit to use or occupy all or any part of the Bed Space, Bedroom, UNIT, or the PROPERTY without the prior written consent of LANDLORD will be void and cause for termination or other remedies by LANDLORD. No sublease, license, or permit to use or occupy the Bed Space, Bedroom, UNIT, or PROPERTY will release TENANT from any obligation under this LEASE, and TENANT will be liable for any violations of this LEASE caused by a subtenant, licensee, or permittee. TENANT will not rent all or any portion of the Bed Space, Bedroom, UNIT, or PROPERTY under any short-term stays, including any rental program such as Airbnb, VRBO, FlipKey, Lodgify, HomeToGo or similar service is strictly prohibited, and TENANT'S entry into a short-term rental agreement will be cause for termination or other remedies of this LEASE by LANDLORD.

If TENANT violates this **Paragraph 35** or provides a key to a person not named on this LEASE, TENANT will be subject to a \$1,000 fine.

#### **36. SECURITY DEVICES.**

**LANDLORD is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and LANDLORD may discontinue any such items at any time without notice.**

#### **37. DEFAULT BY TENANT.**

TENANT shall be in default of this LEASE if TENANT:

a) fails to pay RENT or any other charges when due;

b) does or allows anything to be done which is not permitted by this LEASE;

c) fails to do anything which is required by this LEASE;

d) gives LANDLORD false information, including information or signatures on TENANT'S or the guarantor's rental application, on the LEASE or on the GUARANTY;

e) fails to pay in a timely manner any utility which is payable by TENANT, or such utility or a utility payable by the other tenants of the UNIT are disconnected or shut-off; or

f) fails to pay any fine within ten days after it is levied in accordance with this LEASE or the Rules and Regulations.

#### **38. LANDLORD'S RIGHTS.**

LANDLORD shall have the following rights in addition to any other rights of LANDLORD under this LEASE or applicable law:

a) If TENANT, OCCUPANT, or TENANT'S Guest breaks any condition of this LEASE, any Addendum to this LEASE, or the Rules and Regulations, LANDLORD may:

(i) collect any past due RENT and utility payments and accelerate RENT and any sums which are due for the rest of the TERM from TENANT;

(ii) collect from TENANT for damages caused by TENANT, OCCUPANT or TENANT'S Guest, or TENANT'S, OCCUPANT'S, or TENANT'S Guest's breaking of any conditions of the LEASE or doing of any act which is not permitted by the LEASE, any Addendum to this LEASE, or the Rules and Regulations;

(iii) evict TENANT and OCCUPANT and take possession of the UNIT with or without terminating the LEASE; and

(iv) recover or file suit to recover:

(A) all RENT and additional charges which are due from TENANT; and

(B) to the extent permitted by law, reimbursement for any damages, and reasonable costs and expenses which are incurred by LANDLORD to enforce this LEASE, including court costs and collection costs.

b) These are not the only rights LANDLORD has if TENANT breaks this LEASE. Besides terminating this LEASE and getting a court order to evict TENANT, LANDLORD may sue TENANT for unpaid RENT and other damages, losses or injuries.

If LANDLORD obtains a money judgment against TENANT, LANDLORD may use the court process or any other available process to take TENANT'S personal goods, furniture, motor vehicles and other assets to the extent allowed by law.

### **39. OTHER REMEDIES.**

In addition to all of LANDLORD'S other rights and remedies under Georgia law and this LEASE, if TENANT'S RENT is delinquent and LANDLORD gives TENANT five days' prior written notice, LANDLORD may report all unpaid amounts to credit agencies. If TENANT defaults and moves out early, LANDLORD may accelerate RENT and TENANT shall pay such accelerated RENT, in addition to other sums due. Upon TENANT'S default, LANDLORD reserves all other available legal remedies, including LEASE termination. Late charges are liquidated damages for LANDLORD'S time, inconvenience, and overhead in collecting late RENT (but are not for attorneys' fees and litigation costs). Unless otherwise provided by law, TENANT must pay all collection-agency fees if TENANT fails to pay all sums due within ten days after LANDLORD mails TENANT a letter demanding payment and stating that collection agency fees will be added if TENANT fails to pay all sums by that deadline.

### **40. TERMINATING THE LEASE.**

a) **This LEASE will end at the time and date listed as the Expiration Date in Paragraph 2.** LANDLORD may not extend the TERM of this LEASE without the written consent of TENANT. TENANT may not extend the term of this LEASE without the written consent of LANDLORD. **Failure to vacate the UNIT at the end of the TERM shall be a violation of this LEASE.**

b) If LANDLORD fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, TENANT may pursue remedies under Georgia law by following this procedure:

(i) TENANT must make a written request for repair or remedy of the condition – after which LANDLORD shall have a reasonable time for repair or remedy;

(ii) if LANDLORD fails to repair or remedy a condition, TENANT must make a second written request for the repair or remedy (to make sure that there has been no miscommunication) – after which LANDLORD will have a reasonable time for the repair or remedy.

c) If TENANT does not vacate the UNIT upon expiration of the TERM, TENANT shall pay holdover RENT in an amount equal to double the amount of RENT due for the UNIT, or any part thereof, on a per diem basis for the period during which TENANT refuses to surrender possession until TENANT vacates. This additional charge is due for each day that TENANT stays in possession of the UNIT after expiration of the TERM. Nothing contained in this LEASE shall give TENANT the right to remain in possession of the UNIT following expiration of the TERM.

### **41. EARLY TERMINATION.**

**Except as otherwise expressly stated in this LEASE, and excepting cases of default by TENANT, this LEASE may not be terminated early unless it is agreed to in writing by both LANDLORD and TENANT. LANDLORD has no obligation to terminate this LEASE early. If LANDLORD agrees to any early termination of this LEASE, a termination charge may apply as part of any such agreement as specified by LANDLORD and must be paid before the LEASE is officially terminated. The Application Fee is never refundable.**

**REPLACEMENT RESIDENT. If TENANT finds a replacement tenant acceptable to LANDLORD and LANDLORD expressly consents to the replacement tenant, then this LEASE may be terminated, provided a termination fee of \$500 will be due, a rekeying fee will be due if rekeying is requested or required and TENANT must have no outstanding payments due.**

**Procedures for Replacement. If LANDLORD approves a replacement tenant, then the replacement tenant must sign a new lease contract and pay the SECURITY DEPOSIT amount listed in Paragraph 5. TENANT will no longer have a right to occupancy of the UNIT. The replacement is not considered complete until the replacement lease contract is approved and the SECURITY DEPOSIT and all fees are received by LANDLORD.**

**UNLAWFUL EARLY MOVE-OUT.** TENANT will be liable for a \$500 termination fee, in addition to all RENT, fees, and other charges due during the TERM, if TENANT:

- a) fails to move in, or fails to give written move-out notice;
- b) moves out without paying RENT in full for the entire TERM or renewal period;

c) moves out at LANDLORD'S demand because of TENANT'S default; or

d) is evicted.

**NOT A RELEASE.** The termination charge is not a cancellation fee or buyout fee. It is a liquidated amount covering only part of LANDLORD'S damages; that is, LANDLORD'S time, effort and expense in finding and/or processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make the UNIT ready, inconvenience, paperwork, advertising, showing the UNIT, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. TENANT agrees that the termination charge is a reasonable estimate of such damages and that the charge is due whether or not LANDLORD'S attempts to find a replacement are successful. Except as otherwise provided by law, the termination charge does not release TENANT from continued liability for: future or past-due RENT; charges for cleaning, repairing, repainting, unreturned keys, or other sums due. TENANT is expected to return the UNIT to the condition in which possession was taken in order to avoid incurring damage charges. LANDLORD will inspect the UNIT after TENANT vacates to assess damages and make any necessary repairs to the UNIT before a replacement tenant moves in.

### **42. LEAVING THE UNIT, SURRENDER AND ABANDONMENT.**

TENANT will have *surrendered* the UNIT when: (a) the Expiration Date has passed and in LANDLORD'S reasonable judgment, TENANT is not living in the UNIT; or (b) all UNIT keys and access devices have been turned in where RENT is paid — whichever date occurs first.

TENANT will have *abandoned* the UNIT (i) upon written notice to LANDLORD of TENANT'S abandonment of the UNIT, or (ii) when all of the following have occurred: (A) TENANT has failed to pay or offer to pay RENT due under the LEASE; and (B) the circumstances are such that a reasonable person would conclude TENANT surrendered possession of the UNIT. A UNIT may also be "abandoned" as specified by applicable statute.

If TENANT abandons the UNIT, LANDLORD may immediately take possession of the UNIT and its contents. LANDLORD may dispose of the contents as provided by applicable law and re-rent the UNIT without obligation to TENANT. TENANT must pay the cost for removal and other associated costs.

If LANDLORD sells the contents, TENANT will be credited with the actual amount received, less the cost of removal and sale. As provided by applicable law, LANDLORD may destroy or otherwise dispose of some or all of the contents if LANDLORD reasonably determines that the value of the contents is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

TENANT must still pay RENT for the entire TERM.

TENANT agrees that upon surrender, abandonment, or recovery of possession of the UNIT due to the death of the last remaining TENANT, LANDLORD shall not be liable or responsible for storage or disposition of TENANT'S personal property.

### **43. TENANT'S DUTIES AT THE END OF THE LEASE.**

In addition to any other duties which TENANT has under this LEASE, TENANT will:

- a) and shall cause OCCUPANT to leave the UNIT when the LEASE ends and return all keys and access devices/remotes to LANDLORD;
- b) return the UNIT:
  - (i) clean and free of garbage or trash; and
  - (ii) in good order and repair, reasonable wear and tear excepted; and
- c) comply with all other terms of this LEASE.

### **44. SECURITY DEPOSIT TERMS.**

a) TENANT must pay the SECURITY DEPOSIT amount listed in **Paragraph 5** on or before the date this LEASE is signed by TENANT.

b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT under the LEASE.

c) TENANT agrees that during the TERM or prior to returning the SECURITY DEPOSIT to TENANT, LANDLORD may decide to use all or part of the SECURITY DEPOSIT:

- (i) to pay for damages caused by TENANT to the UNIT and/or the PROPERTY; and/or
- (ii) to pay for any unpaid RENT or additional charges owing to LANDLORD.

If during the TERM all or part of the SECURITY DEPOSIT is used in the manner described above or for any other reason as permitted by law, TENANT will immediately deposit with LANDLORD the amount needed to replenish the SECURITY DEPOSIT to equal the amount listed in **Paragraph 5**.

d) LANDLORD will return the SECURITY DEPOSIT and an itemized accounting of amounts withheld, if applicable, to TENANT within 30 days after TENANT'S surrender or abandonment of the UNIT.

e) A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as the potential charges, may be obtained from LANDLORD at TENANT'S request. TENANT is responsible for cleaning the UNIT, including all Common Areas, thoroughly and following all of LANDLORD'S cleaning instructions prior to move-out. If TENANT does not clean the UNIT to LANDLORD'S specifications, then LANDLORD will charge TENANT a reasonable fee for the cleaning of the UNIT. If the UNIT is furnished, TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate place within the UNIT. Common Area damages will be split amongst all tenants in the UNIT. Bedroom damages will be split amongst all tenants who have leases for the Bedroom.

f) **A 15% administrative charge will be added to all damage/cleaning/painting charges to the UNIT when resulting from damages caused by tenants.** Charges for damages may occur at any time during the TERM.

**The SECURITY DEPOSIT will not be LANDLORD'S limit of damages if TENANT violates this LEASE, and TENANT may be liable for damages in excess of the SECURITY DEPOSIT.** Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear," and the amount of delinquent payments of RENT and other charges, and late charges, may be deducted by LANDLORD from the SECURITY DEPOSIT.

g) Within 3 business days after the termination of the LEASE and surrender of the UNIT, LANDLORD shall inspect the UNIT and provide TENANT a list of any damages to the UNIT and the estimated costs to repair or replace such damage. If TENANT is present with LANDLORD at the time of the inspection, LANDLORD and TENANT shall sign the list. Otherwise, within 5 business days of LANDLORD'S delivery of the list to TENANT, TENANT may, upon written request to LANDLORD, inspect the UNIT to confirm any damage documented in the list or provide LANDLORD with a written statement of any variations. If LANDLORD does not receive the list signed by TENANT or a written statement of variations from TENANT within the time given, TENANT shall not be entitled to recover any SECURITY DEPOSIT retained by LANDLORD for such damages.

h) Upon vacating the UNIT, TENANT shall provide LANDLORD a valid forwarding address, in writing, to which the SECURITY DEPOSIT and itemized accounting, if applicable, may be mailed. If TENANT fails to provide a valid forwarding address, LANDLORD shall mail, by first class mail, the SECURITY DEPOSIT and itemized accounting, if applicable, to the last known address of TENANT or, if none, to TENANT at the address of the UNIT. Any SECURITY DEPOSIT unclaimed by TENANT as well as any check outstanding shall be forfeited by TENANT after a period of 90 days from the date LANDLORD mailed the SECURITY DEPOSIT.

#### **45. ACCELERATION.**

To the extent not prohibited by law, all monthly RENT for the rest of the TERM will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if TENANT is evicted from the UNIT or abandons the UNIT.

#### **46. LOSS OF LANDLORD'S RIGHTS.**

LANDLORD does not give up or waive any rights by accepting RENT or any additional charges, or by delaying or not enforcing any term or condition of this LEASE.

#### **47. NO JURY TRIAL.**

To the extent permitted by law, LANDLORD and TENANT hereby waive their right to a jury trial in any lawsuit involving this LEASE.

#### **48. WRITTEN CHANGES TO THE LEASE.**

This LEASE is the entire agreement between LANDLORD and TENANT. There are no other promises or understandings between the parties. Any change to this LEASE is required to be (a) in writing and signed by LANDLORD and TENANT, or (b) a written notice delivered to TENANT 30 days prior to the effective date of the change. Neither LANDLORD, PROPERTY MANAGER, nor any of their respective employees have the authority to make any oral promises, representations or agreements. PROPERTY MANAGER has no authority to (i) waive, amend, or terminate this LEASE or any part of it, unless in writing and signed by LANDLORD, and (ii) make promises, representations or agreements that impose security duties or other obligations on LANDLORD or PROPERTY MANAGER, unless in writing and signed by LANDLORD.

#### **49. ATTORNTMENT.**

TENANT hereby agrees that TENANT will recognize as its LANDLORD under this LEASE CORE SVA ATHENS WILLOW, LLC and shall attorn to any person succeeding to the interest of LANDLORD in respect of the land and the buildings on or in which this UNIT is contained upon any foreclosure of any mortgage or deed of trust upon such land or buildings or upon the execution of any deed in lieu of such foreclosure.

#### **50. ADDITIONAL TERMS.**

See attached addenda for any additional terms, which are part of this LEASE.

#### **51. SIGNATURES AND ACCEPTANCE OF CONTRACT.**

This LEASE and any addenda may be signed in counterpart signatures. The lease application is considered a part of the LEASE. If there are any conflicts between this LEASE and the application, then this LEASE shall control.

LANDLORD and TENANT agree to the terms and conditions in this LEASE.

TENANT acknowledges and agrees that TENANT has carefully read and understands this LEASE and that TENANT acknowledges that this LEASE constitutes a binding and enforceable contract between LANDLORD and TENANT.

This entire LEASE includes:

- 1) Residential Lease Agreement
- 2) Rules and Regulations
- 3) COVID-19 Rules and Regulations: Use of Common Areas and Facilities
- 4) Security Acknowledgement and Guidelines
- 5) Drug-Free Crime-Free Lease Addendum
- 6) Damages and Cost Addendum
- 7) Bed Bug Addendum
- 8) Hot Tub Addendum
- 9) Waiver and General Release of Liability for Use of Common Areas Addendum
- 10) Addendum – Assumption of Risk, Waiver of Liability and Indemnification Relating to COVID-19
- 11) Recyclable Items Flyer
- 12) Parking Addendum if applicable
- 13) Pet Addendum if applicable

## **RULES AND REGULATIONS ADDENDUM – NEWBERRY APARTMENTS**

The following “RULES AND REGULATIONS” are a binding part of the Residential Lease Agreement between LANDLORD and TENANT (the “LEASE”). LANDLORD provides these RULES AND REGULATIONS for TENANT’S benefit and the benefit of the other tenants. Please understand that any violation of one of these RULES AND REGULATIONS by TENANT, OCCUPANT or TENANT’S Guests constitutes a violation of the LEASE and LANDLORD may proceed with an eviction action or other legal proceedings provided for under the LEASE and provided by law. Capitalized terms used in this RULES AND REGULATIONS ADDENDUM without definition have the same meanings given to them in the LEASE.

### **TENANT ACCOUNTABILITY**

The PROPERTY operates in a fun, yet adult atmosphere where most tenants will never find themselves involved with a disciplinary action. The majority of those who do require disciplinary attention will simply need a verbal warning. For those persons whose behavior is such that it requires further attention, any or all of the following may occur: a private meeting with LANDLORD, a written warning (with copies placed in a file and sent to guarantors), restriction from areas or events, relocation within the Apartment Community, fines, eviction or criminal and/or civil prosecution.

**Violations of these RULES AND REGULATIONS will result in fines as follows, unless as otherwise provided below or in the LEASE:**

- |         |   |
|---------|---|
| FIRST:  | A written warning in the form of a first breach of the LEASE will be issued to TENANT stating the first breach. |
| SECOND: | A \$100 charge will be assessed against TENANT.   |
| THIRD:  | A \$250 charge will be assessed against TENANT.   |
| FOURTH: | Possible Eviction   |

In instances where more than one tenant has been involved in a violation of the RULES AND REGULATIONS, fines may be assessed individually in their full amount to each tenant. The fines above may be increased at LANDLORD’S discretion and LANDLORD may elect to EVICT TENANT for ANY SINGLE VIOLATION OF THE RULES AND REGULATION should LANDLORD reasonably believe the infraction was severe enough to warrant such action. ALL VIOLATIONS REGARDING THE THROWING OF ITEMS FROM A BALCONY OR WINDOW, THE TAMPERING OF LIFE SAFETY EQUIPMENT, or FIGHTING, CARRY AN IMMEDIATE \$1,000 FINE AND POSSIBLE EVICTION. Fines will double and/or result in eviction in the event TENANT is found to have lied to or deceived LANDLORD when discussing the details of a violation of the LEASE or the RULES AND REGULATIONS.

### **OCCUPANTS AND GUESTS**

OCCUPANT and TENANT’S Guests must abide by, and TENANT is responsible for informing OCCUPANT and TENANT’S Guests of, the LEASE, these RULES AND REGULATIONS and all policies posted in the Common Areas of the Apartment Community. TENANT is held accountable and is responsible for the conduct of TENANT’S Guests and OCCUPANT at all times. LANDLORD reserves the right to deny any person access to the PROPERTY for any reason including non-payment of RENT by TENANT. LANDLORD reserves the right to exclude any person who, in LANDLORD’S sole judgment, has been violating the law, the LEASE, these RULES AND REGULATIONS, or any other policies of the Apartment Community, or disturbing other tenants, neighbors, visitors or LANDLORD. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT, OCCUPANT or TENANT’S Guest. TENANT’S failure to comply with LANDLORD’S request of exclusion of a guest will result in the eviction of TENANT. ALL TENANTS, OCCUPANTS AND TENANT’S GUESTS MUST CARRY A GOVERNMENT-ISSUED PHOTO IDENTIFICATION CARD AT ALL TIMES WHILE ON THE PROPERTY.

TENANT must notify LANDLORD in writing of any expected guest, delivery service, maid service, etc. No key or other access to the PROPERTY or the UNIT will be given to any guest, delivery service, maid service, and etc. without prior written permission from LANDLORD.

No more than a total of ten persons are allowed in the UNIT at any one time and order and tranquility must prevail at all times. TENANT will be responsible for the cost of repairs for any and all damages caused by an excess number of people within the UNIT. Any guest staying overnight for more than two consecutive 24-hour periods must receive written approval from LANDLORD. TENANT will be charged \$250 per night and will be subject to disciplinary/legal action, up to and including eviction for any violation of this rule.

TENANT will also be responsible for paying all fines as a result of OCCUPANT’S and TENANT’S Guest’s behavior that violates any rule and any provision of the LEASE, these RULES AND REGULATIONS or any policy posted in the Common Areas of the Apartment Community. In addition, TENANT is responsible for payment for all damages or costs to LANDLORD from any claim based upon the acts of TENANT, OCCUPANT or TENANT’S Guests.

### **STAFF COMPLIANCE**

TENANT is required to comply with directives from LANDLORD’S and PROPERTY MANAGER’S staff, security personnel, and police and/or fire personnel at all times. Failure to comply with LANDLORD’S and PROPERTY MANAGER’S staff, security personnel, police and/or fire personnel will be considered a material breach of the LEASE and in addition to any other remedy allowed in the LEASE or by law, shall subject TENANT to an immediate fine of up to \$1,000 and/or eviction.

### **ALCOHOL, DRUGS, STOLEN PROPERTY**

The decision to drink alcohol, and how much to drink is a personal one. Alcohol-related conduct, which infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances.

Consumption of alcohol must be in compliance with all federal, Georgia, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the PROPERTY. Kegs are prohibited on the PROPERTY and within the UNIT and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in the Common Areas of the PROPERTY. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage of the PROPERTY.**

It is illegal to use, possess, or sell illegal drugs or other controlled substances in both public and private spaces of the PROPERTY, including the UNIT. TENANT will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS for TENANT’S, OCCUPANT’S or TENANT’S Guest’s use, possession or sale of illegal drugs or other controlled substances. In such event, no warning notice will be given and fines and/or eviction may be assessed at LANDLORD’S discretion.

LANDLORD may make periodic inspections of the UNIT in order to ascertain any physical problems and also to ensure that LANDLORD’S property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.) or contraband is found, it will be immediately removed by LANDLORD and all tenants of the UNIT may be subject to civil action.

TENANT, on behalf of TENANT and TENANT’S guests and invitees, agrees to use and occupy the UNIT in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the State of Georgia, the city of Athens, and TENANT’S university, college or trade school and any applicable student code of conduct. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of the LEASE. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this LEASE, and in addition to any other remedy allowed in the LEASE or at law, shall subject TENANT to an immediate fine at minimum \$150.00 and/or eviction. LANDLORD has full discretion regarding disciplinary action depending on the severity of the incident.

### **HARASSMENT**

Harassment involves behavior towards another person that is unwanted. This may include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors by TENANT will lead to disciplinary action.

## **NOISE**

TENANT shall at all times maintain order in the UNIT and the Apartment Community, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other tenants. LANDLORD reserves the right at any time to fine TENANT, contact guarantors, or declare TENANT in violation of the LEASE due to excessive noise and disturbances. LANDLORD is the sole judge(s) of excessive volume levels and reserves the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to LANDLORD immediately.

**TENANT will be found in violation of this LEASE and will be subject to fines and other disciplinary action if LANDLORD receives notice from the Police Department that noise levels were excessive.** If TENANT does not answer the door for police, security, LANDLORD'S and/or PROPERTY MANAGER'S staff, TENANT will be subject to an immediate fine of \$250 and will be considered in default of the LEASE.

## **NO SMOKING**

Smoking, including but not limited to tobacco, marijuana, and e-cigarettes, is strictly prohibited on any part of the PROPERTY including in the UNIT and all Common Areas (including the Facilities as described below) of the PROPERTY. If TENANT, OCCUPANT or any of TENANT'S Guests are found in violation of this rule, TENANT risks fines imposed by applicable law and will be immediately fined by LANDLORD as follows:

- FIRST: A \$250 charge will be assessed against TENANT
- SECOND: A \$500 charge will be assessed against TENANT
- THIRD: Eviction

Any staining, odor, or damage caused by smoke are considered extraordinary damage beyond normal wear and tear. The costs to remedy or repair such staining, odor or damage are the responsibility of TENANT.

## **VANDALISM**

Vandalism of the UNIT and/or PROPERTY (with reference to both the Bedroom, the UNIT, and all Common Areas) will not be tolerated and will result in an immediate minimum fine of \$250 in addition to the costs of repair to the vandalized property being passed on to TENANT.

## **WEAPONS**

Possession of any weapon or ammunition is prohibited. This includes, but is not limited to, guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes, but is not limited to, pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

## **CONDITION OF THE UNIT AND ALTERATIONS**

TENANT must use customary diligence in maintaining the UNIT. Unless authorized by statute or by LANDLORD in writing, TENANT must not conduct any repairs, paint, install wallpaper, install carpeting, perform electrical changes, or otherwise alter the UNIT or the PROPERTY. No water furniture, refrigeration, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or LANDLORD has consented in writing. TENANT agrees not to alter, damage, or remove LANDLORD'S property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices.

When TENANT moves in, LANDLORD will supply light bulbs for fixtures LANDLORD furnishes, including exterior fixtures operated from inside the UNIT. TENANT will replace any broken light bulbs at TENANT'S expense with bulbs of the same type and wattage. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures. FOR LIGHT FIXTURES WITH HALOGEN BULBS, TENANT MUST HAVE LANDLORD CHANGE THE BULB. THE BULB MAY BE PURCHASED BY TENANT AND LANDLORD WILL NOT CHARGE LABOR COSTS TO INSTALL THE BULB.

No painting is allowed in the UNIT. TENANT should not cover more than 25% of each wall with papers, posters, fabric, etc. Any and all repairs needed within TENANT'S Bedroom and the UNIT must be performed only by authorized maintenance personnel. TENANT will be charged for the repair of any damage for which TENANT is responsible.

TENANT may not install any wiring within the UNIT. Absolutely no holes may be drilled within the UNIT by TENANT, including without limitation outside or inside walls, roof, windows, or balcony railings. TENANT may not store anything in closets where gas appliances or heating and cooling equipment is installed.

Welcome mats, rugs or carpet remnants are not permitted in the Common Areas of the Apartment Community.

TENANT'S improvements to the UNIT (whether or not LANDLORD consents) become LANDLORD'S property unless LANDLORD agrees or otherwise directs in writing. LANDLORD shall have the right to dispose of all of TENANT'S belongings that remain in the UNIT after the termination of the LEASE in accordance with applicable law.

**TENANT is responsible for carpet cleaning at the end of the LEASE. Carpets must be cleaned by a professional cleaning company and a receipt must be delivered to LANDLORD on or prior to move-out.**

A 15% administrative charge will be added to all damage, cleaning, and painting charges to the UNIT assessed at any time during and after the TERM.

## **BALCONIES AND PATIOS**

Balcony and patio areas (both front and rear) are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the PROPERTY and within the UNIT and they are not to be permitted on balconies or patios. Additional lights are not permitted on balconies or patios. Only bona fide patio furniture may be kept on balconies or patios provided that only one-third of the balcony space may be covered by patio furniture. TENANT hereby acknowledges that all gas and charcoal barbecue grills, patio torches, fire pits and chimineas are strictly prohibited on balconies and patios. It is agreed that LANDLORD shall have the right to remove barbecue grills and any other of TENANT'S personal items or to remove and dispose of trash left on balconies and patios at TENANT'S sole expense. There will be a \$100 fine for each bag of trash for small debris removed from a balcony or patio and \$100 fine per large item that requires removal from a balcony or patio. TENANT further agrees that TENANT will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **LANDLORD reserves the right to remove and discard any items stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire UNIT unless it can be proven that the belongings in violation are the sole responsibility of one or more tenants occupying the UNIT. Notwithstanding anything provided in this RULES AND REGULATIONS or the LEASE, TENANT shall not place any item or permit any person on the balcony or patio area beyond the amount that is reasonably safe.**

Throwing objects from balconies, windows, sliding glass window/wall or any other area of the PROPERTY is strictly prohibited. TENANT understands that in the event ANY items are thrown from a UNIT balcony or window, TENANT will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. Items which may fall from a balcony are not allowed on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. Any investigation of alleged incidents will be reported to the applicable authorities. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

## **FIRE SAFETY**

Immediately call 911 in the event of a fire emergency.

LANDLORD will furnish a smoke detector in good working order when TENANT first takes possession of the UNIT.

TENANT agrees:

- a. to inspect the smoke detector in the UNIT monthly and replace the batteries as needed at TENANT'S cost;
- b. to immediately notify LANDLORD in writing if TENANT perceives there to be any problem, defect, malfunction or failure with the smoke detector in the UNIT;
- c. not to intentionally trigger any smoke detector in the UNIT and the Apartment Community;
- d. not to remove, modify, disable, disconnect, damage or service any smoke detector other than replacing the batteries of the smoke detector in the UNIT;
- e. that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detectors;
- f. that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector in the UNIT after the Commencement Date. This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- g. that LANDLORD is not responsible for false alarms or malfunctions of any smoke detector or any resulting inconvenience, expense, or consequences.

If the UNIT or the PROPERTY contains an overhead sprinkler system, TENANT must take care not to trigger the overhead sprinkler system. TENANT may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. LANDLORD will not be responsible for any damage that occurs as a result of a violation of this rule by any person.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, Sterno, kerosene, or oil lamps) are not permitted within the UNIT or any area of the PROPERTY. LANDLORD will not be responsible for any damage resulting from the use of such items by any person.

**If TENANT does not replace the batteries or fails to report malfunctions of the smoke detector in the UNIT or disables, disconnects or intentionally damages a smoke detector or overhead sprinkler system in the UNIT or on the PROPERTY, TENANT shall be liable to LANDLORD and others for any loss, damage, or fines from fire, smoke, or water.**

## **FURNITURE**

If the UNIT is furnished by LANDLORD, TENANT may not remove any such furniture, equipment or appliances from the UNIT.

## **LOCKS AND KEYS**

Locks may not be changed or added by TENANT without prior written permission of LANDLORD. Locks must be left in place upon vacating the UNIT. TENANT must provide keys to all changed locks to LANDLORD. All keys and, if applicable, gate cards, fobs and remotes must be returned to LANDLORD upon termination of occupancy, or LANDLORD may charge actual replacement costs plus a 15% administrative fee.

If TENANT finds it necessary to have authorized personnel unlock the UNIT or Bedroom, a \$30.00 fee will apply after office hours, payable at the time service is rendered. LANDLORD will furnish TENANT with one key to the main entry door of the UNIT, one key to the Bedroom (if applicable), and one key to the mailbox. TENANT will be charged \$50.00 per lost Bedroom key, \$50.00 per lost mailbox key, and \$75.00 per key fob not returned, or for those requiring replacement during the TERM of TENANT'S occupancy. Each TENANT may only possess one main entry door key; therefore, if the main entry door key is lost and TENANT requires a replacement, locks will be changed and TENANT will be charged \$75.00 for the lock rotation. TENANT agrees that such keys are provided solely for TENANT'S own use; duplicates will not be made nor will keys be loaned to any person. LANDLORD reserves the right to suspend this service at any time.

## **MAIL**

The mailbox servicing the UNIT is to be used jointly by all tenants assigned to the UNIT. Packages may be received at the LANDLORD'S or PROPERTY MANAGER'S on-site office. However, **LANDLORD and PROPERTY MANAGER take no responsibility for lost, damaged or stolen property left with the on-site office.** If TENANT decides to have packages delivered at the on-site office, TENANT is doing so at TENANT'S own risk. LANDLORD encourages TENANT to obtain appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. LANDLORD reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if LANDLORD is not comfortable accepting a particular package.

## **PLUMBING AND GARBAGE DISPOSAL**

Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs and replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by TENANT.

TENANT agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event LANDLORD is called to fix a disposal and such materials are found therein, LANDLORD reserves the right to charge TENANT for the expense incurred.

## **SERVICE REQUESTS**

LANDLORD offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 55 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity, refrigerator/freezer not cooling, and no hot water. For after-hours emergencies, call our 24-hour on-call phone line and explain the situation. The attendant will be instructed to contact the proper service personnel. For non-emergency service requests, please call during regular management office hours. **TENANT must first call 911 in case of fire and other life-threatening situations.**

## **TRASH AND TRASH CHUTE**

All trash must be disposed in proper bins located in various collection areas on the PROPERTY. If the PROPERTY is equipped with a trash chute or dumpster available to TENANT, then TENANT must use the trash chute or dumpster to dispose of all waste. **TENANT may NOT leave trash outside of TENANT'S UNIT or on the PROPERTY.** LANDLORD will impose a fine of \$100 per bag or item for violation of this rule as well as for any littering by TENANT. TENANT agrees to bag all trash entering the trash chute in accordance with applicable garbage and recycling principles followed on the PROPERTY. Any combustible, smoldering, or explosive material is strictly prohibited from entering the trash chute or dumpster. TENANT agrees not to dispose of large items or dispose of loose cardboard boxes in the trash chute. TENANT shall be liable for any damages caused by violation of this rule.

## **USE OF THE UNIT**

TENANT shall use the UNIT for residential purposes only. TENANT shall not use the UNIT or any part of the PROPERTY for any commercial business or purpose. TENANT shall use and occupy the UNIT and PROPERTY in compliance with all applicable federal, Georgia, and local laws and any rules and regulations of any governmental board having jurisdiction.

## **UTILITIES**

TENANT must keep all utilities to the UNIT active. TENANT cannot turn off TENANT'S utilities if TENANT leaves, even for vacation. Unless LANDLORD instructs TENANT otherwise, TENANT must, for 24-hours a day during freezing weather, (a) keep the UNIT heated to at least 50 degrees F, (b) keep cabinet and closet doors open; and (c) drip hot and cold-water faucets. For any day with weather exceeding 100 degrees F, TENANT must keep the UNIT cooled to a temperature no higher than 85 degrees F. TENANT is liable for damage to both LANDLORD'S and TENANT'S property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to TENANT'S violation of these requirements. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures.

## **WINDOWS, DOORS AND WINDOW COVERINGS**

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. All window coverings must be approved by LANDLORD. Upon the notice period for entry provided in the LEASE, LANDLORD may enter the UNIT to remove any unapproved window coverings. If LANDLORD provides blinds on windows, TENANT may not remove such blinds. If TENANT installs draperies over the blinds, any damage will be repaired by TENANT or at TENANT'S expense. Except as provided by applicable law, no article, sign, poster, decoration or thing may be hung or placed on the outside of the UNIT, or displayed on the inside of the UNIT so as to be visible from the outside of the UNIT. Screens, if provided, must remain permanently in place at all times and should never be removed. Nothing shall be thrown out of the windows.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the UNIT caused by leaving windows or doors open during inclement weather will be the responsibility of TENANT.

## **COMMON AREAS**

TENANT recognizes that the Common Areas of the Apartment Community may include such amenities as a swimming pool, student center, fitness center, study areas, game area or other similar facilities (collectively referred to as "Facilities") to the extent the Facilities have been made available by LANDLORD to TENANT. LANDLORD makes no representation as to what Facilities are available and reserves the right to alter, close, or eliminate one or more Facilities in the future. Notwithstanding anything to the contrary contained in these RULES AND REGULATIONS or the LEASE, TENANT shall not have any right to use the Common Areas, including the Facilities, following the termination of the LEASE and/or TENANT vacating the UNIT, except as a guest of a tenant.

**Policies for the Facilities are posted in conspicuous locations and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using the Facilities and/or eviction.**

The Common Areas may be used by TENANT, OCCUPANT and TENANT'S Guests only in strict compliance with the Lease, these RULES AND REGULATIONS, and policies and procedures posted in the Facilities. TENANT shall not permit any guest to use the Common Areas without TENANT present. From time to time supplemental rules and regulations may be adopted by LANDLORD with respect to the Common Areas and Facilities and will either be posted in appropriate areas or furnished in writing to tenants.

TENANT shall use the Common Areas in a prudent manner consistent with the customary use of the Common Areas. TENANT may not use the Common Areas, including the Facilities, parking lots or grounds, in such a manner that interferes with the enjoyment of other tenants or in a manner which is offensive or dangerous to TENANT or any other users of the Common Areas.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and other personal property shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.

Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas of the PROPERTY.

LANDLORD does not provide attendants or supervision of any kind for the Common Areas. LANDLORD has made no representation (a) that LANDLORD has any expertise in the operation of the Common Areas, (b) that the Common Areas are fit for any particular purpose, or (c) as to the physical condition and operation of the Common Areas.

LANDLORD reserves the right to prohibit use of the Common Areas to any individual that LANDLORD, in its sole judgment, believes has failed to comply with any of the provisions of the RULES AND REGULATIONS and the LEASE.

TENANT may not access any Facilities, Common Areas, or commercial spaces during unauthorized hours or times.

Use of Common Areas within the PROPERTY shall be governed by these RULES AND REGULATIONS and any policies posted in the Facilities and shall be used at the sole risk of TENANT, OCCUPANT and TENANT'S Guests. **To the extent not prohibited by law, TENANT indemnifies LANDLORD and holds LANDLORD harmless against all claims for personal injury sustained by TENANT, OCCUPANT and TENANT'S Guests in their use and enjoyment of the Common Areas.**

## **HAZARDOUS MATERIALS**

TENANT will not store or bring any hazardous materials on the PROPERTY or use the PROPERTY for any hazardous purposes.

## **OUTDOOR DECK USE**

TENANT is limited to one guest at the outdoor deck. TENANT and TENANT'S GUEST are required to wear LANDLORD-issued wristbands on the outdoor deck at all times. TENANT will be provided with a wristband at the time of move-in and guest wristbands may be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the outdoor deck and the hosting TENANT will be subject to disciplinary action.

Smoking and glass are strictly prohibited on the outdoor deck. Individuals caught smoking or possessing glass will be subject to an immediate \$500 fine and will be required to leave the outdoor deck. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

All food or beverage containers must be stored in a cooler at all times on the outdoor deck. Beverage containers in excess of 24 oz are not allowed on the outdoor deck. Styrofoam cups and plates are also prohibited on the outdoor deck at all times. If asked by LANDLORD, TENANT shall remove all food and beverage from the outdoor deck.

## **PETS**

Animals, including pets, are not allowed in the Apartment Community and the UNIT even temporarily without an executed Pet Addendum and payment of a pet deposit and pet fee, service or assistance animal excepted. If TENANT utilizes a service or assistance animal, TENANT is required to notify management and complete a Pet Addendum. TENANT must not feed stray or wild animals within the Apartment Community. A \$500 fine will be assessed to TENANT for any violation of the rules in this paragraph. In addition, TENANT will be charged for cleaning and any damage caused in the Apartment Community by any animal TENANT is responsible for.

## **PHOTOGRAPHS**

TENANT hereby gives LANDLORD permission to take photographs during LANDLORD-hosted functions or activities, which may then be used for the community newsletter, bulletin board, website, or other publications for marketing purposes. TENANT gives permission to LANDLORD to use any photograph or photographic image including video or video stills taken of TENANT while TENANT is in any Common Area of the Apartment Community and in LANDLORD'S and PROPERTY MANAGER'S on-site offices or at any sponsored event in the Apartment Community. TENANT understands that TENANT'S photograph or photographic image will be used for nothing other than legitimate business purposes. TENANT hereby grants LANDLORD, PROPERTY MANAGER, their respective successors and assigns, and all persons acting under their respective authority or permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic or video portraits or pictures of TENANT or in which TENANT may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with TENANT'S own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. TENANT also consents to the use of any printed matter in conjunction therewith. TENANT hereby waives any right that TENANT may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. TENANT hereby releases, discharges, and agrees to hold harmless LANDLORD, PROPERTY MANAGER, their respective successors and assigns, and all persons acting under their respective authority or permission from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture or in any subsequent processing thereof, as well as any publication. TENANT forever discharges LANDLORD, PROPERTY MANAGER, their respective officers, employees, attorneys, representatives, insurers, successors and assigns from any and all demands, cause of action and/or judgments of whatsoever nature or character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of TENANT'S photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of TENANT.

## **SECURITY CAMERAS**

The Common Areas or certain parts of the Common Areas of the Apartment Community may be monitored by either recorded or live surveillance devices. LANDLORD makes no representation or warranty concerning the adequacy of security for the Apartment Community. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under Georgia statutes and legal action by LANDLORD. No cameras are installed in any restroom or tanning bed room, if any, by LANDLORD. By their use of the Common Areas of the Apartment Community, TENANT, OCCUPANT and TENANT'S Guests waive any expectation of privacy with respect to the Common Areas of the Apartment Community, except in any restroom or tanning bed room.

TENANT'S safety is the responsibility of the local law enforcement agency. In the event that TENANT is in need of police protection of any kind TENANT will contact the local law enforcement agency. TENANT acknowledges and agrees not to contact LANDLORD for TENANT'S security needs as this could only delay the response time of the local law enforcement agency.

## **NO SOLICITATION OR DISTRIBUTION OF MATERIALS**

Solicitation shall not be permitted at the Apartment Community.

TENANT may not distribute, post or hang any signs or notices in any portion of the Apartment Community, without prior written permission from LANDLORD, except as otherwise provided by law.

## **VEHICLES/PARKING**

TENANT, OCCUPANT and TENANT'S Guests are not permitted to park in Newberry Apartments garage parking spaces, surface lots, or commercial spaces unless TENANT has a Parking Lease Agreement executed by TENANT and LANDLORD and a space has been assigned by LANDLORD to TENANT. If LANDLORD provides TENANT with a vehicle identification sticker (decal), it must be displayed in the front windshield (above the registration and inspection stickers) of TENANT'S vehicle at all times. TENANT must return TENANT'S vehicle identification sticker when TENANT moves out of the UNIT.

If LANDLORD designates certain parking areas within the PROPERTY as Tenant Only Parking or Guest Only Parking, TENANT acknowledges that TENANT, OCCUPANT and/or TENANT'S Guests who violate these designations may be towed at the expense and sole risk of the vehicle owner.

Improperly parked vehicles will be towed at the vehicle owner's expense and sole risk.

Vehicles in use on the PROPERTY may not exceed a speed of ten miles per hour.

The washing of cars or other vehicles on the PROPERTY is prohibited. If there is a designated car wash area, TENANT may wash TENANT'S vehicle in this area only. The repairing or performing of other mechanical or maintenance work on TENANT'S vehicle within the PROPERTY is prohibited at all times.

Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain in any area of the PROPERTY except for the temporary purpose of loading or unloading of passengers or personal property unless TENANT has a written agreement with LANDLORD. Vehicles parked in violation of this provision are subject to towing at the vehicle owner's expense.

Prohibited vehicles also include: those having a flat tire or other condition rendering it inoperable; those having an expired license or inspection sticker; those taking up more than one parking space; those belonging to a person who does not have a current Parking Lease Agreement or former tenant who has been evicted; those parked in a designated handicap space without the required handicap insignia; those blocking another vehicle from exiting or entering; those parked in a fire lane or designated "no parking" area; or those parked in a space designated to or assigned to other tenants.

TENANT should call the designated towing company or LANDLORD'S office to report a parking violation. LANDLORD may notify the towing company, who will tow the vehicle, if any of the following situations exist:

- a. The unauthorized vehicle is parked in such a manner as to obstruct a fire lane;
- b. The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility;
- c. The unauthorized vehicle is parked in a space that has been reserved by another vehicle owner; or
- d. The unauthorized vehicle is parked in any space for which they do not have the required permit or authorization.

TENANT agrees that if a Parking Lease Agreement is executed, TENANT must park inside designated gate(s).

## **PROPERTY GATES**

TENANT agrees as follows:

- a. LANDLORD has furnished gate(s) on the PROPERTY for the sole purpose of restricting access to the PROPERTY, not for TENANT'S safety.
- b. The installation or use of the gate(s) shall not in any way prevent LANDLORD at any time, from permanently removing the gate(s) and removal thereof shall not be a breach of any expressed or implied warranty, covenant, or obligation under the LEASE.

- c. TENANT understands how to use the gate(s) and shall not act in any way to impair the use or function of the gate(s).
- d. TENANT shall comply with the approved guidelines of the gate(s) in that one vehicle at a time is permitted through the gate(s). Following another vehicle too closely through the gate could result in damage to TENANT'S vehicle and is not allowed.
- e. Entering through an exit gate is prohibited and could cause severe tire damage.

**EXPRESS WAIVER OF WARRANTY:**

- a. TENANT is advised that the gate(s) are mechanical devices and can be rendered inoperative at any time. To the extent permitted by law, LANDLORD and PROPERTY MANAGER shall not be liable for a temporary failure of the gate(s).
- b. TENANT agrees that LANDLORD'S installation or use of the gate(s) does not constitute a voluntary understanding or agreement by LANDLORD to provide security to TENANT, OCCUPANT or TENANT'S Guests.
- c. To the extent permitted by law, LANDLORD and PROPERTY MANAGER are not and shall not become liable to TENANT, OCCUPANT, or TENANT'S Guests for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the gate(s). TENANT further agrees that LANDLORD and PROPERTY MANAGER are not liable for injury, damage, or loss of any person or property caused by any other person, including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. To the extent permitted by law, neither LANDLORD, PROPERTY MANAGER nor LANDLORD'S nor PROPERTY MANAGER'S agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate(s) and TENANT agrees on behalf of themselves, and TENANT'S Guests and OCCUPANT, that TENANT shall never make demand upon, look to, institute, or prosecute suit against LANDLORD, PROPERTY MANAGER or any of LANDLORD'S or PROPERTY MANAGER'S agents, contractors, employees or representatives, that are incidental to the installation, operation, repair or replacement or use of the gate(s).

**MODIFICATION OF RULES AND REGULATIONS**

LANDLORD has the right to change these RULES AND REGULATIONS from time to time, as LANDLORD deems necessary. Any changes to these RULES AND REGULATIONS will be effective and will become part of the LEASE once they have been delivered to TENANT or posted in a public area of the PROPERTY in accordance with applicable law. LANDLORD shall not be responsible to TENANT if LANDLORD fails to cause compliance by any person with these RULES AND REGULATIONS.

## COVID-19 RULES AND REGULATIONS USE OF COMMON AREAS AND FACILITIES

The health and safety of our residents are our number one priority, and we all have a role in limiting the spread of COVID-19. These rules and regulations, have been developed with the health and safety of residents, their guests, and our staff in mind and in accordance with federal, state, and local orders and guidance from public health authorities. Please help us stop the spread of COVID-19.

The RULES AND REGULATIONS of the Apartment Community are amended to include the following additional rules and regulations, which are incorporated as part of the Residential Lease Agreement between LANDLORD and TENANT (the "LEASE"), effective immediately. Capitalized terms used in this COVID-19 Rules and Regulations without definition have the same meanings given to them in the LEASE and the RULES AND REGULATIONS of the Apartment Community.

### TENANT must:

1. Follow health and safety guidance from federal, state, and local government public health and other authorities. Additional resources can be found online at: Centers for Disease Control and Prevention ("CDC") – [www.coronavirus.gov](http://www.coronavirus.gov)
2. Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits and protective measures.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible. Be patient with others when waiting to use a shared space by avoiding creating lines or crowding others. Avoid taking actions that could potentially risk safe-distancing protocol. Avoid any contact method of greeting with co-residents, Apartment Community staff, and others.
4. Note that facial coverings may be required by state or local government public health and other authorities. TENANT, OCCUPANT and TENANT'S Guests are strongly encouraged to wear a cloth or other facial covering at all times when in the Common Areas, except when swimming, eating or drinking. If you have a specific medical condition that prevents you from wearing a facial covering, please contact Apartment Community staff.
5. Follow these commonly recommended CDC Guidelines to prevent the spread of the COVID-19 virus:
  - Wash your hands often with soap and hot water for at least 20 seconds, including upon entry into any Common Area and after using any Facility or interacting with others, and after handling or picking up mail and packages.
  - Use hand sanitizer with at least 60% alcohol if soap and water are not available.
  - Avoid touching your eyes, nose, and mouth.
  - Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands or use hand sanitizer.
6. Clean and disinfect equipment, furniture or high-touch surfaces that are shared before and after use. In certain Facilities, disinfecting sprays may be made available which can be used for this purpose and returned. Where disinfecting sprays are not readily available, TENANT must bring wipes or sprays from home that meet CDC standards for disinfecting for this purpose.
7. Comply with adjusted Facility hours and occupancy limits, and do not modify the layout of Facilities (which may be adjusted to accommodate social distancing). Leave any indoor or outdoor furniture where it is – do not move furniture. For public health and other reasons, LANDLORD may limit access to or close Facilities or portions thereof from time to time.
8. Do not host or engage in any gatherings in the Facilities of more than 10 people (or such fewer number of people as may be required by LANDLORD, PROPERTY MANAGER, or local authorities), and when hosting visitors or small groups, continue to practice social distancing and other health protocols.
9. Require OCCUPANT and TENANT'S Guests to comply with these rules and regulations regarding COVID-19. You are responsible for the compliance of OCCUPANT and your guests. At the request of LANDLORD or PROPERTY MANAGER because of public health concerns, you must limit or eliminate the number of guests and visitors that you bring and may bring to or through the Common Areas and Facilities.
10. Self-screen before utilizing any Facility or entering any enclosed Common Area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is confirmed to have COVID-19. If you have any of these symptoms or have close contact with a person who is confirmed to have COVID-19, DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE WHILE SUCH SYMPTOMS PERSIST OR AFTER ANY SUCH CONTACT AND THEREAFTER FOR ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS, AND CONTACT YOUR PERSONAL HEALTHCARE PROVIDER FOR MEDICAL ADVICE.
11. If you receive a confirmed positive test for COVID-19, INFORM ONE OF THE APARTMENT COMMUNITY STAFF IMMEDIATELY, AND DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE DURING ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS. You are expected to cooperate with LANDLORD, PROPERTY MANAGER and public health authorities in providing information that will allow LANDLORD, PROPERTY MANAGER, and public officials to determine whether you may have exposed other residents, Apartment Community staff, or others to COVID-19. It may be necessary for LANDLORD and PROPERTY MANAGER to make a general disclosure to inform other residents that a co-resident tested positive for COVID-19, but LANDLORD and PROPERTY MANAGER will maintain confidentiality as, and to the extent, required by applicable law. In some situations, LANDLORD and PROPERTY MANAGER may be required to discuss cases of COVID-19 with public health officials to support contact tracing.
12. Promptly contact Apartment Community staff if you notice a co-resident violating any of these Rules and Regulations.
13. **USE THE FACILITIES AT YOUR SOLE RISK. ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19. LANDLORD and PROPERTY MANAGER make no representation or warranty that Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19.** COVID-19 is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces. Residents may be exposed to or infected with COVID-19 at the Apartment Community or as a result of residing at the Apartment Community or using any of the Facilities, and such exposure or infection may result in personal injury, illness, permanent disability or death.

Throughout the COVID-19 crisis, information has changed rapidly and best practices continue to evolve and change. The additional Rules and Regulations set forth above are subject to further revision as additional guidance is provided from governmental agencies and others.

A violation of the RULES AND REGULATIONS, including the rules and regulations listed above, shall constitute a violation of the LEASE; in which case, LANDLORD shall be entitled to pursue all rights and remedies pursuant to the LEASE and applicable law.

## TENANT ACKNOWLEDGEMENT OF SECURITY POLICY

TENANT and GUARANTOR acknowledge that neither LANDLORD nor the PROPERTY MANAGER:

1. has made any representations, written or oral, concerning the safety of the PROPERTY or the effectiveness of any security/monitoring devices or measures, if any; and
2. warrants or guarantees the safety or security of TENANT, OCCUPANT or TENANT'S Guests against the criminal or wrongful acts of third parties.

TENANT and GUARANTOR further acknowledge that:

1. each TENANT, OCCUPANT and TENANT'S Guests is responsible for protecting his or her person and property;
2. the intercoms, building access systems and/or video camera systems, if any, are for convenience only and are not intended to be security systems. LANDLORD does not assure that intercoms, building access systems and/or video camera systems will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system, building access systems and/or video camera system; and
3. security/monitoring devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunction and that TENANT should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

### SECURITY GUIDELINES

We recommend that you abide by the following guidelines and use common sense in practicing safe conduct. Inform your guests and all OCCUPANTS in your UNIT, including any children you may have, about these guidelines:

#### PERSONAL SECURITY – WHILE INSIDE YOUR UNIT

1. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call LANDLORD.
2. Lock your doors and windows—even while you are inside.
3. Engage the keyless deadbolts or door latches on all doors while you are inside.
4. When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubts.
5. If children (who are old enough to take care of themselves) are left alone in your UNIT, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone regardless of whether the person is a stranger or an apartment maintenance or management employee.
6. Do not put your name, address, or phone number on your key ring.
7. If you are concerned because you have lost your key or because someone you distrust has a key, ask LANDLORD to rekey the locks at your expense.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are working properly.
9. Check your door lock, window latches, and other security devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to LANDLORD – in writing, dated, and signed – any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to LANDLORD – in writing, dated, and signed – any malfunction of other safety devices outside your UNIT, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your identification on valuable personal property.

#### PERSONAL SECURITY – WHILE OUTSIDE YOUR UNIT

1. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar that you have.
2. Leave a radio or TV playing softly while you're gone.
3. Close and latch your windows while you're gone, particularly when you're on vacation.
4. Tell your roommate or spouse where you're going and when you'll be back.
5. Do not walk alone at night. Do not allow your family to do so.
6. Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
7. Do not give entry keys, codes or electronic gate cards to anyone.
8. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
9. Let the LANDLORD and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your UNIT since the LANDLORD cannot assume that responsibility.
10. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
11. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

#### PERSONAL SECURITY – WHILE USING YOUR VEHICLE

1. Lock your vehicle doors while driving. Lock your vehicle doors and roll up the windows when leaving your vehicle parked.
2. Do not leave exposed items in your vehicle, such as wrapped packages, briefcases, or purses.
3. Do not leave your keys in the vehicle.
4. Carry your key ring in your hand whenever you are walking to your vehicle.
5. Always park in a well-lighted area. If possible, try to park your vehicle in an off-street parking area rather than on the street.
6. Check the backseat before getting into your vehicle.
7. Be careful when stopping at gas stations or automatic-teller machines at night – or anytime when you suspect danger.

***No security system is fail-safe. Even the best system cannot prevent crime. Always act as if security systems do not exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.***

Capitalized terms used in this Tenant Acknowledgment of Security Policy without definition have the same meanings given to them in TENANT'S LEASE.

**LEASE ADDENDUM  
FOR  
A DRUG-FREE AND CRIME-FREE HOUSING**

In consideration of the execution or renewal of a LEASE of the Bed Space OR Bedroom OR UNIT identified in the LEASE, LANDLORD and TENANT agree as follows:

1. TENANT shall not and shall not permit any OCCUPANT, TENANT'S Guest or other person under TENANT'S control to engage in criminal activity, including drug-related criminal activity, on or near the Apartment Community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the federal Controlled Substance Act (21 U.S.C. 802).
2. TENANT shall not and shall not permit any OCCUPANT, TENANT'S Guest or other person under TENANT'S control to engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Apartment Community.
3. TENANT shall not and shall not permit any OCCUPANT, TENANT'S Guest or other person under TENANT'S control to permit the UNIT to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is an OCCUPANT, TENANT'S Guest or other person under TENANT'S control.
4. TENANT shall not and shall not permit any OCCUPANT, TENANT'S Guest or other person under TENANT'S control to engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the UNIT, Apartment Community, or otherwise.
5. TENANT shall not and shall not permit any OCCUPANT, TENANT'S Guest or other person under TENANT'S control to engage in any illegal activity, criminal street gang activity, threatening or intimidating activity, assault, including but not limited to the unlawful discharge of firearms, on or near the Apartment Community, or any breach of the LEASE that otherwise jeopardizes the health, safety, and welfare of LANDLORD, PROPERTY MANAGER, or other tenants or involving imminent serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this LEASE ADDENDUM shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the LEASE. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
7. In case of a conflict between the provisions of this LEASE ADDENDUM and any other provisions of the LEASE, the provisions of this LEASE ADDENDUM shall govern.
8. This LEASE ADDENDUM is incorporated into the LEASE executed or renewed this day between LANDLORD and TENANT.
9. Capitalized terms used in this LEASE ADDENDUM without definition have the same meanings given to them in TENANT'S LEASE.

## HOW TO REPORT SUSPICIOUS OR CRIMINAL ACTIVITY

**Use "911" only for medical emergencies, fires, reporting crimes in progress or that have just occurred.** For non-emergency situations or relaying criminal information, call police department at 706-613-3345. The Call Taker will record the information and do one of the following:

1. Dispatch a Beat Officer to your location.
2. Connect you with an Officer working the front desk.
3. Arrange to have an Officer call you back.
4. Send your information to the appropriate Division for further follow-up.

While you may provide information anonymously, it is more helpful if the Call Taker has your name and phone number for re-contact. Further questions may arise during a follow-up investigation, and a successful outcome may hinge on whether you can be contacted to answer them. In any event, when calling provide as much information and as many details as you can.

- ✓ Describe the activity and its location.
- ✓ Provide names ("street names," nicknames, aliases) of persons involved
- ✓ Describe the persons involved one at a time, including:
  - Sex
  - Height
  - Hair color
  - Race
  - Weight
  - Eye color
  - Age
- ✓ Any distinguishing features; unusually hairstyles, tattoos, etc.
- ✓ Give addresses and apartment numbers of the people involved.
- ✓ Describe the residence/business (actual address if known), which side of the street, which corner, color of building, distinguishing features, etc.

## **CRIME FREE MULTI-HOUSING PROGRAM**

### **A Practical Guide for Tenants**

LANDLORD is committed to keeping illegal activity out of Newberry Apartments. LANDLORD has taken positive steps to promote effective management to improve the health of the community and the quality of life for all tenants in the Apartment Community. LANDLORD has implemented positive changes to develop an environment where potential crime cannot flourish.

A unique coalition of landlords, tenants and the police is required to address illegal activity in rental properties. The most effective way to deal with any illegal activity on rental property is through a coordinated effort.

The following information is provided to help you protect your property, your vehicles and most importantly, your personal safety.

#### **Property Crime Prevention**

- Always keep your doors locked – even when you are home
- Use your deadbolt lock at all times
- Identify who is knocking or buzzing your residence – ask for identification if you do not know the person before you open the door
- Use your peep hole or nearby window to view guests prior to opening the front door
- Never leave an extra key outside the door
- Never lend your key to other people
- Report lost or stolen keys to the manager immediately and have the locks changed
- Secure all windows and utilize the secondary lock
- Secure your sliding patio door, if any, and utilize the secondary lock
- Close your blinds to deter criminals from scouting out your valuables
- Do not allow newspapers, handbills, etc. to accumulate at the front door

#### **Vehicle Theft**

- Auto Theft Protection – Starts With You
- Take your keys
- Lock your car
- Park in well-lighted areas
- Do not leave your car running unattended, even for a minute
- Completely close your car windows
- Do not leave valuables in plain view
- Remove your stereo face plate
- Do not hide a spare set of keys in the car – the pros know where to look
- Keep your vehicle registration information with you – not in the glove compartment
- If you have a garage, use it
- Use visible and audible deterrents – alert thieves that your car is protected
- Use a visual anti-theft device – steering wheel lock
- Audible alarms
- Window etching – etch vehicle identification number on vehicle windows

#### **Bicycle Theft**

- Be sure to secure your bicycle inside your UNIT
- Do not leave your bicycle on the balcony, if any, even above the first level
- If you choose to leave your bicycle on the balcony secure it with a working locking device
- Be sure to write down your serial number in case your bicycle is stolen. Law enforcement will require this information in reporting the theft.

#### **Assault Prevention**

- Protecting yourself is a matter of avoiding the situation before it happens
- Keep your doors locked and windows rolled up to prevent anyone from reaching inside your car
- Always lock your doors when you park
- Always be attentive in parking lots as you return to your car
- Get in the habit of locking your doors and windows at all times
- Never remain in the laundry room in an apartment community alone
- Plan your route, especially at night. Follow well-lighted and populated streets
- Try to walk with someone else whenever possible
- Avoid dark places, short cuts, bushy trees and shrubs, and sparsely traveled areas
- Stay alert and attentive to your surroundings at all times

Please keep in mind that this is your home, your neighborhood and your community. Much of your personal safety and that of the neighborhood depends on your active participation in crime prevention efforts. You are a vital part of your community's security and welfare.

Report Crimes in Progress to 9-1-1

Non-Emergency Number 706-613-3345

## DAMAGES AND COSTS ADDENDUM

This document is an Addendum to and part of the Residential Lease Agreement between LANDLORD and TENANT (the "LEASE"). Capitalized terms used in this Addendum without definition have the same meanings given to them in the LEASE.

**The condition of the UNIT will be assessed in accordance with Paragraph 14 of the LEASE for damages in the UNIT and PROPERTY as described in Paragraph 1.**

### CLEANING INSTRUCTIONS

When cleaning your UNIT and preparing for move-out, please make sure that all areas in your Bed Space, Bedroom and Common Areas are clean. This includes, but is not limited to: all appliances (refrigerator, stoves, microwaves, dishwashers), drip pans, cabinets, doors, patios, window screens, baseboards, flooring, windows and sills, toilets, bathtubs, sinks, countertops, nail holes, carpet, ceiling fans, light fixtures, air vents, all shelving, etc.

### FULL PAINT

A full paint after occupancy of only 1 year is not considered normal wear and tear.

### CARPET CLEANING

Tenant is responsible for carpet cleaning at the end of the TERM. Carpets must be cleaned by a professional cleaning company and a receipt must be provided to the PROPERTY MANAGER on or before move-out.

### DAMAGE COSTS

The following is a list of potential charges that could be assessed to your account for damages during the TERM of the LEASE, the end of the TERM or after occupancy is terminated as outlined in **Paragraph 44** of the LEASE.

ITEM	ESTIMATED COST
Mailbox Key Replacement	\$50.00
UNIT Key Replacement	\$75.00
Bedroom Key Replacement	\$50.00
Parking Sticker Replacement (Not Expired)	\$50.00
Lock Change	\$75.00
Access Gate Remote	\$50.00
Garage Remote	\$50.00
Window Screen Replacement	\$75.00
Blind Replacement (window and vertical)	\$250.00
Broken Window Replacement	\$175-300.00
Sliding Glass Window Replacement	\$200-275.00
Carpet	Cleaning starts at \$45.00/Area
Carpet Replacement	Individual Bid
Interior Door replacement	\$75-300.00 per Door
Room Cleaning-light, medium, heavy	\$25.00-50.00
Common Area Clean (total)	\$75.00-110.00
Drip Pan Replacement (4)	\$25.00
Trash Out (per bag/box)	\$25.00
Sheetrock Repairs (per area)	\$10.00-170.00
Refrigerator Replacement	\$600.00
Microwave Replacement	\$275.00
Washer/Dryer Replacement	\$800.00
Counter Top Resurfacing	\$80.00-200.00
Tub Resurfacing	\$150.00-325.00
Full Paint per Bed Space	\$120.00
Full Paint Color Change per wall	\$100.00-200.00
Full Paint Unit	Individual Bid

### COMMON AREA DAMAGES

Your account will be charged for any damages in the Bed Space assigned to you in **Paragraph 1** of your LEASE. Damages to the Common Area in your UNIT will be divided among all tenants in the UNIT unless a letter assuming responsibility is received by the PROPERTY MANAGER prior to move-out.

### ADMINISTRATIVE FEE

There is a 15% administrative fee added to all damage, cleaning, or painting charges in the UNIT.

*All damage costs listed above are estimates. They are subject to change at any time and not inclusive of all move-out charges subject to your account.*

## BED BUG ADDENDUM

This document is an Addendum to and part of the Residential Lease Agreement between LANDLORD and TENANT (the "LEASE"). Capitalized terms used in this Addendum without definition have the same meanings given to them in the LEASE.

It is our goal to maintain the highest quality living environment for our tenants. LANDLORD has inspected the UNIT prior to lease and knows of no bed bug infestation. TENANT has an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread.

TENANT represents that all furnishings and other personal property that will be moved into the UNIT are free of bed bugs.

TENANT agrees to maintain the UNIT in a manner that prevents the occurrence of a bed bug infestation in the UNIT. TENANT agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. TENANT shall practice good housekeeping, including the following:

TENANT shall remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, and especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.

TENANT shall keep the UNIT clean. Vacuum and dust regularly, particularly in bedrooms, being especially thorough around and under beds, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboards, and in and around nightstands. While cleaning, look for signs of bed bugs and report these immediately.

TENANT shall avoid using secondhand furnishings that have not been thoroughly inspected for the presence of bed bugs, especially bed frames, mattresses, and box springs. If rental furnishings are used, make sure that the furniture rental company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of rental furniture inventory and trucks used to transport rental furniture. It should also include a pre-delivery and pre-pickup inspection by the furniture and rental truck company of the premises from which the rental furniture is being delivered. Never accept an item that shows signs of bed bugs. Never take discarded items from the curbside.

Management strongly recommends that TENANT cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.

TENANT shall arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.

TENANT shall check for hitchhiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your UNIT. Check backpacks, shoes, and clothing after visits to neighbors, friends, and family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.

2. TENANT shall report any problems immediately. Specifically, TENANT shall:

Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.

Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. TENANT shall cooperate with pest control efforts.

If your UNIT (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your UNIT is properly prepared. TENANT agrees to comply with the recommendations from the pest management professional, including:

- Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- Checking mattresses carefully: Those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
- Emptying dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags and seal them well. Used bags must be discarded properly.
- Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.
- Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
- Carefully removing vacuum bags, sealing in plastic, and discarding.
- Cleaning all machine-washable bedding, drapes, clothing, etc. Use the hottest water the machine provides and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- Moving furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

TENANT agrees to indemnify and hold harmless LANDLORD and PROPERTY MANAGER from any actions, claims, losses, damages, and expenses, that LANDLORD or PROPERTY MANAGER may sustain or incur as a result of the negligence of TENANT, OCCUPANT or any TENANT'S Guest.

## HOT TUB ADDENDUM

This Addendum governs the use of the hot tub area and is a part of the Residential Lease Agreement between LANDLORD and TENANT (the "LEASE"). Capitalized terms used in this Addendum without definition have the same meanings given to them in the LEASE.

- a. Hot tub hours are 10 AM to 10 PM, seven days a week. Hours are subject to change at LANDLORD'S discretion with 10 days' notice.
- b. Privileges are for all residents and limited to one guest per tenant. OCCUPANTS under the age of 14 and TENANT'S Guest must be accompanied by TENANT at all times while using the hot tub area. LANDLORD reserves the right to modify the guest policy at any time.
- c. TENANT, OCCUPANTS and TENANT'S Guest must observe all posted signs.
- d. Proper swimming attire is required. Cutoffs and diapers are not allowed.
- e. No diving, running, skipping or horseplay.
- f. Floatation devices, boogie boards, surfboards, bikes, motorcycles, skateboards, rollerblades, and roller skates are not allowed.
- g. Food and glass containers of any kind are not allowed. Non-alcoholic beverages are permitted in plastic containers only.
- h. No intoxicated persons or alcoholic drinks are permitted.
- i. No animals, including pets, are permitted.
- j. TENANT, OCCUPANT and TENANT'S Guest must refrain from committing or allowing any activity, including excessive noise, that may disturb the quiet enjoyment of any other user of the hot tub area.
- k. Emergency floatation devices are provided for emergencies only. Use of the emergency equipment for any other activity other than an emergency is prohibited.
- l. NO LIFEGUARD WILL BE ON DUTY – YOU SWIM AT YOUR OWN RISK.**

TENANT assumes all liability for use of the hot tub area by TENANT, OCCUPANT, and TENANT'S Guest. TENANT agrees to release, indemnify, hold harmless and forever discharge LANDLORD, PROPERTY MANAGER and their respective employees, agents, successors and assigns (the "Released Parties") from any and all claims, liabilities or causes of action of any kind that TENANT, OCCUPANT, or TENANT'S Guest may have at any time against the Released Parties resulting from TENANT'S, OCCUPANT'S, or TENANT'S Guest's use of the hot tub area.

**WAIVER AND GENERAL RELEASE OF LIABILITY  
FOR USE OF COMMON AREAS  
ADDENDUM**

This document is an Addendum to and part of the Residential Lease Agreement between LANDLORD and TENANT (the "LEASE"). Capitalized terms used in this Addendum without definition have the same meanings given to them in the LEASE.

LANDLORD offers certain amenities located in the Common Areas of the Apartment Community, which may include, but are not limited to, swimming pool, student center, fitness center, study areas, game area, or other similar facilities (collectively, the "Facilities"). TENANT hereby acknowledges and agrees that, by entering the Common Areas of the Apartment Community, and using the Facilities, there are certain risks, dangers, and hazards, including but not limited to accidents, injury, illness, or even death (collectively, the "Risks"). In consideration of the Risks to which TENANT may be exposed, TENANT hereby agrees as follows:

1. **To the extent not prohibited by law, TENANT knowingly and voluntarily waives any and all rights, claims, or causes of action of any kind whatsoever arising out of TENANT'S entry into and presence in the Common Areas of the Apartment Community and/or use of the Facilities, whether involving TENANT'S negligence, the negligence of LANDLORD, or the negligence of any other party, which waiver shall be binding upon TENANT'S heirs, executors, administrators, assigns, or personal representatives.**
2. TENANT agrees that if TENANT enters the Common Areas of the Apartment Community and/or uses the Facilities, TENANT does so voluntarily and, to the extent not prohibited by law, assumes any and all Risks of doing so, including, without limitation, any Risks that are not apparent, or caused by the intentional, reckless, or negligent acts of LANDLORD, including any of its owners, directors, members, managers, officers, employees, agents, contractors, or property managers, or any third party.
3. TENANT hereby represents that TENANT is in good health and does not suffer from any condition, impairment, disease, infirmity, or other illness that would prevent TENANT'S use of the Facilities. TENANT understands that TENANT must obtain his/her physician's approval before use of certain equipment located in the Common Areas of the Apartment Community, and TENANT agrees to abide by his/her physician's recommendations, if any. TENANT acknowledges that it is TENANT'S responsibility to confirm that TENANT is physically fit and mentally capable of utilizing the Facilities offered in the Common Areas of the Apartment Community. TENANT understands that TENANT should obtain at least a yearly physical examination and consultation with a physician regarding physical activity, exercise, and use of exercise and training equipment. TENANT understands and acknowledges that if TENANT does not obtain his/her physician's approval prior to engaging in any activity in the Common Areas of the Apartment Community, or if TENANT does not abide by his/her physician's recommendations, TENANT does so at TENANT'S own risk.
4. TENANT understands and acknowledges that LANDLORD and Apartment Community do not maintain any equipment, resources or medical expertise needed to provide TENANT with any medical treatment or intervention that TENANT may require in the event of an injury or illness at the Apartment Community. In particular, TENANT understands and acknowledges that there is no automated external defibrillator (AED) installed at the Apartment Community, and TENANT further acknowledges and agrees that if an AED had been installed, there may be no one on the PROPERTY who will be able to use an AED in a proper manner or that the AED would work properly for its intended use.
5. TENANT agrees to use all Facilities in a safe and proper manner. TENANT agrees not to engage in any activity that could reasonably cause injury or damage to TENANT, another person, or any property. TENANT agrees that TENANT is solely and fully liable for any injuries or damages that TENANT, OCCUPANT and TENANT'S Guests causes to his/herself, any third party, and/or any property.
6. **To the extent not prohibited by law, TENANT agrees to indemnify and hold LANDLORD (and its officers, directors, members, managers, employees, and agents) harmless against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by TENANT or anyone on TENANT'S behalf, or by OCCUPANT or TENANT'S Guests, or anyone on their behalf, including any related costs, if litigation arises pursuant to any claims made by TENANT or by anyone else acting on TENANT'S behalf or by OCCUPANT or TENANT'S Guests or anyone acting on their behalf, whether involving TENANT'S negligence, the negligence of LANDLORD, or the negligence of any other party.**
7. **To the extent not prohibited by law, TENANT hereby fully releases and forever discharges LANDLORD, its owners, officers, directors, members, managers, employees, agents, contractors, and subsidiaries from any and all claims for injuries, damages, actions, causes of action, suits in equity of whatever kind or nature, or losses that TENANT incurred, or which may accrue to TENANT, that arise out of, are connected with, or result from TENANT'S use of the Facilities or entry into the Common Areas of the Apartment Community, in any manner whatsoever, whether involving TENANT'S negligence, the negligence of LANDLORD, or the negligence of any other party.**
8. TENANT acknowledges that TENANT has carefully read this waiver and release of liability and fully understands that it is a release of liability, and that agreeing to this Waiver and Release of Liability is an express condition of entry into the Common Areas of the Apartment Community and TENANT'S use of the Facilities.

**TENANT:**

**LANDLORD:**

**CORE SVA ATHENS WILLOW, LLC**

LANDLORD'S REPRESENTATIVE

If TENANT is under the age of 18, a parent or legal guardian must also sign below.

**I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR WHOSE NAME APPEARS ABOVE (THE "MINOR"). I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY, AND CONSENT AND AGREE TO ALL ABOVE TERMS FOR MYSELF AND ON BEHALF OF THE MINOR. I HEREBY REPRESENT THAT I HAVE THE LEGAL AUTHORITY TO GIVE THIS CONSENT AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR.**

Name of parent or legal guardian: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Phone numbers: (home) \_\_\_\_\_ (work) \_\_\_\_\_ (mobile) \_\_\_\_\_

E-mail address: (e-mail) \_\_\_\_\_

**ADDENDUM - ASSUMPTION OF RISK, WAIVER OF LIABILITY  
AND INDEMNIFICATION RELATING TO COVID-19**

This Addendum – Assumption of Risk, Waiver of Liability and Indemnification Relating to COVID-19 (this “Addendum”) is dated as of \_\_\_\_\_ (the “Effective Date”) and is made a part of that certain Residential Lease Agreement (the “LEASE”) dated \_\_\_\_\_ by and between LANDLORD and TENANT, for the lease by LANDLORD to TENANT of certain Bed Space in a Bedroom in a Unit at the Newberry Apartments (the “Apartment Community”), located at \_\_\_\_\_, and more particularly described in the LEASE. Capitalized terms used in this Addendum but not defined in this Addendum shall have the meanings given such terms in the LEASE.

Notwithstanding any provisions in the LEASE to the contrary, LANDLORD and TENANT hereby agree as follows:

1. Assumption of Risk. TENANT acknowledges that:

- The novel coronavirus commonly referred to as “COVID-19” has been declared a worldwide pandemic by the World Health Organization, and is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces.
- TENANT may be exposed to or infected with COVID-19 at the Apartment Community or as a result of residing at the Apartment Community, and such exposure or infection may result in personal injury, illness, permanent disability or death.
- The risk of becoming exposed to or infected with COVID-19 at the Apartment Community may result from the actions, omissions or negligence of TENANT or others, including, but not limited to, LANDLORD, PROPERTY MANAGER, LANDLORD’S and PROPERTY MANAGER’S respective staff, employees, contractors, directors, officers, members, managers, agents or representatives (each, a “Landlord Party” and collectively, the “Landlord Parties”), or from roommates, other residents, guests and invitees.

**TENANT VOLUNTARILY ASSUMES ALL OF THE FOREGOING RISKS AND ACCEPTS SOLE RESPONSIBILITY FOR ANY INJURY (INCLUDING, BUT NOT LIMITED TO THOSE RESULTING IN DISABILITY OR DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE OF ANY KIND THAT TENANT MAY INCUR FROM OR IN CONNECTION WITH EXPOSURE TO COVID-19 AT THE PROPERTY.**

2. WAIVER AND INDEMNIFICATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TENANT, ON BEHALF OF TENANT AND TENANT’S HEIRS, SUCCESSORS, EXECUTORS, SUBROGATES AND ASSIGNS, HEREBY EXPRESSLY WAIVES, RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST, ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LAWSUITS, JUDGMENTS, LOSSES OR LIABILITIES (INCLUDING COSTS) (COLLECTIVELY, “CLAIMS”), WHETHER NOW EXISTING OR HEREAFTER ARISING, FOR OR RELATING TO PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, DEATH, LOSS OF USE, PROPERTY DAMAGE, MONETARY LOSS OR OTHERWISE, TO THE EXTENT ARISING FROM ANY TENANT EXPOSURE TO OR INFECTION WITH COVID-19, WHETHER SUCH EXPOSURE OR INFECTION OCCURS ON OR OFF THE APARTMENT COMMUNITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY LANDLORD PARTY, WHETHER SOLE, PARTIAL, OR CONCURRENT, BUT EXCLUDING ANY SUCH CLAIMS THAT ARISE FROM THE WILLFUL OR INTENTIONAL MISCONDUCT OF ANY LANDLORD PARTIES.

3. Condition to Lease: Consideration. LANDLORD is requiring TENANT to execute this Addendum as a condition to LANDLORD entering into the LEASE and/or providing to TENANT access to certain Common Areas and amenities at the Apartment Community. TENANT acknowledges that he/she has received good and valuable consideration for entering into this Addendum. Nothing in this Addendum shall limit the right or obligation of LANDLORD under the LEASE or otherwise, and LANDLORD shall have the right in its sole discretion, to limit or restrict access to certain portions of the Apartment Community for public safety and health reasons.

4. Addendum and Lease: Partial Invalidity: Applicable Law. The LEASE (and all other Addenda attached thereto) and this Addendum shall together constitute one and the same instrument. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the LEASE or any other Addenda attached thereto, the terms and provisions of this Addendum shall supersede and control. If any provision of this Addendum is found to be unenforceable, the remainder of this Addendum shall be enforced to the fullest extent permitted by applicable law. This Addendum shall be governed by and construed in accordance with the laws of Georgia.

5. Counterparts. This Addendum may be executed in multiple counterparts, each of which when executed will be an original and shall be binding upon the party whose signature appears thereon, and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic mail (e.g., PDF) shall be as effective as delivery of an original executed counterpart.

\*\*\*Signatures on the following page\*\*\*

Executed to be effective as of the Effective Date.

**LANDLORD:**

**CORE SVA ATHENS WILLOW, LLC**

**BY SIGNING BELOW, TENANT ACKNOWLEDGES AND REPRESENTS THAT (I) TENANT HAS READ THIS ADDENDUM, INCLUDING THE FOREGOING ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION PROVISIONS, AND THAT TENANT UNDERSTANDS THIS ADDENDUM AND SIGNS IT VOLUNTARILY AND IS BOUND BY THE TERMS HEREOF; (II) TENANT IS SUFFICIENTLY INFORMED ABOUT THE RISKS INVOLVED IN RESIDING AT THE PROPERTY WITH RESPECT TO COVID-19; AND (III) TENANT IS AT LEAST EIGHTEEN YEARS OF AGE AND IS FULLY COMPETENT AND AUTHORIZED TO EXECUTE THIS ADDENDUM.**

**TENANT:**

\_\_\_\_\_

If TENANT is under the age of 18, a parent or legal guardian must also sign below.

**I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR WHOSE NAME APPEARS ABOVE (THE "MINOR"). I HAVE CAREFULLY READ THIS ADDENDUM, AND CONSENT AND AGREE TO ALL ABOVE TERMS FOR MYSELF AND ON BEHALF OF THE MINOR. I HEREBY REPRESENT THAT I HAVE THE LEGAL AUTHORITY TO GIVE THIS CONSENT AND ENTER INTO THIS ADDENDUM ON BEHALF OF THE MINOR.**

Name of parent or legal guardian: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_