

## Lewis Properties Lease Agreement

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between \_\_\_\_\_ (hereinafter called "LESSEE") and Lewis Properties, (hereinafter called "LESSOR"). Lessor does this day lease unto said lessee(s) a    **Bedroom**    **Bath**    **at** \_\_\_\_\_ located at \_\_\_\_\_, **Apt #** \_\_\_\_\_, **Athens, Georgia 3060**, in the County of Clarke, for the term **beginning 12:00 NOON on August 1, 2017 and ending at 12:00 NOON on July 18, 2018. Tenant hereby acknowledges that the Term of the lease is less than a full calendar year, and the Rent has been allocated into 12 equal installments. The total amount due is \$**\_\_\_\_\_. **The first installment of Rent shall be due on August 1, 2017 in the amount of \$**\_\_\_\_\_. Rent is payable to *Lewis Properties, 930 Barnett Shoals Rd. #1505, Athens, Georgia 30605*. **Lessees herein are jointly and severally responsible for the total amounts of all rents due under this Lease Agreement.** The validity and acceptance of this lease is contingent upon the approval of the application by Lessor.

### RENT PAYMENTS AND LATE FEES

**Rent is due on the 1<sup>st</sup> of each and every month**, if rental payments are not received on or before the **third (3<sup>rd</sup>)** day of each month and every month, by the end of business hours (5:00 PM), Lessee agrees to pay a Late Fee of \$50.00 for any rental payments not received by the close of business at 5:00 PM plus \$10.00 for each additional day until paid in full. Total monthly late charges will not exceed \$150.00. Tenant acknowledges that the late fees provided for in this paragraph are a reasonable estimate of uncertain damages to Lessor as a result of lessee's failure to timely pay rent and that such actual damages are incapable of precise calculation. **Such Late Fees will be considered additional rent hereunder and must be paid in full by the last day of the month in which it is charged. All payments are posted to existing charges before posting to subsequent rents. NO EXCEPTIONS** for past due rent including but not limited to roommate disputes, school acceptance, school loans, traveling aboard, loss of job, death or sickness in family.

TO ENSURE TIMELY PAYMENT BY THE FIRST DAY OF THE MONTH, PLEASE MAIL THE RENT BY THE 20<sup>TH</sup> DAY OF THE PREVIOUS MONTH.

**If the third falls on a Saturday/Sunday or a Holiday observed by Landlord or agent, rent is due on or before 5:00 PM the following business day.**

If rent payments are not received by the 10th of the month Dispossessionary action may be taken. Any and all costs associated with dispossessionary or eviction shall be the responsibility of the tenant and shall be paid within 30 days of such costs to Lewis Properties, including reasonable attorney's fees. Lessee shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Lessor's acceptance of a partial payment constitute accord and satisfaction. Nor will Lessor's acceptance of a partial payment forfeit Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Lessor may accept any partial payment check with any conditional endorsement without prejudice to Lessor's right to recover the balance remaining due, or to pursue any other remedy available under this lease.

**A dishonored check shall be considered non-payment of rent and Lessee agrees to pay to Lessor a fee of \$35.00 for each check so dishonored plus appropriate late fees.** All future rent shall be paid by money order or other form deemed acceptable by Lessor. If such rental payments are not received on or before the third day of each and every month, Lessor may, at its option, treat this Lease Agreement as in default, and may accelerate the remaining balance due under said Lease.

Initials: \_\_\_\_\_

**HOLDING DEPOSIT / SECURITY DEPOSIT AND PET FEE**

**HOLDING/SECURITY DEPOSIT**--Lessee shall pay to Lessor, upon execution of this lease, a nonrefundable Holding Deposit of **\$500.00** which shall be forfeited in the event Lessee does not take possession of or move into the leased unit on the beginning date stated above. **Not moving in and forfeiture of Security Deposit does not release lessee from terms or monetary obligations of the lease.** Upon move-in, the Holding Deposit is then deemed a refundable Security Deposit which will be held in Lewis Properties Trust Account with Athens First Bank and Trust, Athens, Georgia. Lessor may, at his/her option, deposit the Security Deposit in an interest-bearing account and Lessor may retain all accrued interest on said account to cover administrative costs to maintain said account.

Lessor shall have the right to use the Security Deposit to pay, as fully as possible, the expenses of repairing any damage to the premises or cleaning the premises (including de-fleaing and deodorizing, if applicable). Said Security Deposit does not constitute liquidated damages, and Lessee may be liable for a sum higher or lower than the amount of Security Deposit. **IN NO EVENT SHALL LESSEE BE ENTITLED TO APPLY THE SECURITY DEPOSIT TO ANY RENTAL OR LATE FEES DUE HEREUNDER.** In the event Lessor shall bring a court action for breach of this Lease, Lessee shall be liable to Lessor for all costs of collections of damages, including all as attorney's fees.

**If Holding Deposit is not paid in full upon execution of the lease, the balance will be paid within 5 days of lease sign date.** If Holding Deposit is not paid in full, the Lessor at his/her discretion can null or void the lease and release the unit. FAILURE TO PAY THE FULL HOLDING DEPOSIT DOES NOT RELEASE THE LESSEE FROM OBLIGATION OF SIGNED LEASE.

Such Security Deposit shall be refunded to Lessee within (30) days of termination of this Lease provided that the premises is returned to Lessor in its original condition, normal wear and tear excepted, and there has been no breach of any of the terms of this Lease by Lessee.

**SPONSOR**

\_\_\_\_ Lessee is not required to have a sponsor.

\_\_\_\_ **Lessee is required to have a sponsor.**

**Sponsor Forms must be submitted within 5 days of lease sign date.** Failure to complete and submit signed sponsor forms does not release the Lessee from obligations of the signed lease. Management retains the right to hold keys and access to the unit if all sponsor forms are not submitted. **Failure to complete and submit signed notarized sponsor form will result in doubling of security deposit.**

**SPECIAL STIPULATIONS**

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

**PET POLICY**

\_\_\_\_ **PET FEE**-- Pets may be permitted on the premises **only with written permission of the Lessor (Pet Addendum)**, and such permission may be withdrawn at any time if the animal(s) become a nuisance. Nuisance shall be in the sole and exclusive reasonable judgment of Lessor. A non-refundable pet fee of **\$150.00** per pet will be required and **\$15.00** per month for pet rent. **Lessor requires a Pet Addendum to be signed by all lessees and attached to this lease.** No additional pets can be added after lease is signed. Any additional expenses incurred as a result of damages done by pet may be withheld from Security Deposit including deodorizing carpet upon move out. If said pet becomes a nuisance, Lessee agrees to remove such pet from the premises if requested to do so by Lessor.

\_\_\_\_ **Tenant will not have a pet in the unit. By initialing here you are giving up the right to have a pet through the term of your lease and any subsequent renewals.** If a pet is found on the property, Lessee will be fined **\$250.00** and Tenant shall have such pet removed from the property within seven (7) days of receipt of notice to remove all pets or Dispossessory action shall be taken.

Initials: \_\_\_\_\_

## REPAIRS, FIXTURES, AND IMPROVEMENTS

Lessee accepts apartment in "as is" condition as suited for the use intended. Lessor makes no promise or guarantee with respect to replacement of any floor coverings (i.e. carpet, vinyl, wood surface). Lessee understands and agrees that the premises, equipment, and fixtures will be under the control of the Lessee and agrees to keep said premises, together with the fixtures therein, in clean and sanitary condition. **Lessee is responsible for changing furnace and/or air conditioning filters on a monthly basis and agrees to replace smoke detector batteries to ensure continuous operation of same.** Lessor will make necessary repairs to premises with reasonable promptness after receipt of **written notice** from Lessee. **All requests must be submitted online through the tenant portal to ensure we have written record of your request, once request is submitted permission is granted for Landlord or agent to enter premises. Only report items once.**

It is Lessee's responsibility to immediately report to Lessor any plumbing leaks, running toilets, electrical or appliance malfunctions and to turn off the water supply located under your sink or behind each toilet. If we respond to a maintenance call and cannot gain access to your unit due to a change in locks, alarm or pet you will be charged for the call and replacement of your locks. If you have "clogged" toilets, we require that you plunge it first and if this does not solve the problem, then report it to the office. You may be subject to a charge if plunging or objects are pulled from the toilet is the required repair. Lessee shall be responsible for blockage of plumbing where such blockage is caused by introduction of materials not intended for disposal in the plumbing system. Slow sink & tub drains are the responsibility of Tenant to repair. Please try using a drain cleaner like "Drano" or using a "Plumbing Snake" before submitting a maintenance request.

If you are having a problem with your household appliances, try flipping the breakers before calling. If you have electrical outlets not working please first try hitting the "Reset" button on the GFCI outlet prior to filling out a maintenance request form. Any cost associated with maintenance trips solely for the purpose of resetting a tripped breaker or GFCI will be the responsibility of Tenant. Lessor shall not be responsible for high utility bills for more than four (4) days of a billing cycle based on the unit's average utility usage for the same seasonal billing period and only if such high bill is determined to be the direct result of the malfunction of an apparatus or appliance installed and maintained by Lessor.

Should Lessee or Lessee's guests cause any damage (beyond normal wear and tear), Lessee agrees to pay Landlord the cost of necessary repairs with the next rental payment. Lessee may not remodel or structurally change the apartment nor remove any fixture there from. Normal wear and tear shall not include scratches, smudges, holes and any other condition caused by Lessee which in the sole exclusive reasonable judgment of Lessor would require painting at the time of tenants rendering possession to Lessor.

Lessee shall make no changes to the interior or exterior of the premises nor attach any fixtures thereto without the prior written permission of Lessor. Lessee shall do nothing that would increase or cause to cancel the Fire Insurance Policy on the premises. Lessee shall take all precautions necessary to prevent plumbing fixtures and pipes from freezing. Such precautions shall include, but shall not be limited to, keeping the premises sufficiently warm to prevent freezing and dripping faucets. Lessee shall replace all damaged and missing doors, windowpanes and/or screens during the tenancy or upon vacancy or termination of the lease. It is Lessee's responsibility for telephone/cable wiring maintenance expenses and it is recommended that Lessee include "inside wiring maintenance coverage" when establishing phone & cable service. Lessee shall be responsible for payment of any repair expenses caused by Lessee's negligence or abuse.

**Pursuant to State and Local Fire Codes, Lessee shall not use, store or allow to be used or stored any type of cooking grill, charcoal or liquefied petroleum gas or liquid fueled burners of any kind within ten (10) feet of any structure on the premises. This provision shall serve as notice by Lessor. Lessee(s) assume all liability and responsibility for any and all fines which may be imposed by any City or State authority should Lessee(s) be found in violation of such statutes or ordinances. NO LESSEE SHALL HAVE A GRILL ON THE PREMISES.**

Initials: \_\_\_\_\_

## UTILITIES

Lessor shall provide the following utilities only:

Trash Pickup      Yard Maintenance      Monthly Pest Control

Lessee acknowledges responsibility for establishment of the following utility services: \_\_\_\_\_

Electricity      Gas      Water      Telephone (optional)      Cable (optional)

**Power, Gas and Water shall be turned on no later than the first day of the lease and shall remain on during the entire term of the lease.** This means that upon termination of this lease, lessee shall have utilities disconnected no sooner than the last day of the lease term. A \$25 administrative fee will be charged every month utilities are not in tenant(s) name for the duration of the lease term. If at any time during the term of the lease lessee shall have any of the utilities disconnected, Lessor may at Lessor's option have the disconnected utility or utilities reconnected and lessee shall be responsible for reimbursing Lessor for such costs.

## MOLD and Mildew

Tenant agrees to regularly inspect the Dwelling for water leaks, moisture, mold and mildew. Potential sources of water or moisture include roof leaks, humidifiers, plumbing leaks, steam from cooking, watering houseplants, baths and showers. Leaks may occur around water heaters, toilets, sinks, tubs, showers, windows and doors. Discolored areas on walls and ceilings and moisture in carpets may indicate roof leaks or clogged air conditioner drains. Tenant agrees to immediately notify Landlord in writing if Tenant detects leaks, mold or mildew within the Dwelling. Tenant agrees to clean and remove mold and mildew in areas that are accessible to Tenant. If Tenant discovers mold and mildew in areas not accessible to Tenant for cleaning, Tenant agrees to inform Landlord so that Landlord can remove mold and mildew from those areas.

## SMOKING

Smoking inside any apartment by resident or his or her guest(s) is permitted only if all residents of that apartment have affirmatively agreed to allow such smoking, in their discretion. In the event that Resident or any guest smokes, burns candles, burns incense or engages in any other activity which could result in particles and/or smoke which tend to cause staining or odor on walls, carpets or other portions of the premises, soiling of ductwork that could require duct cleaning or a persistent odor in the apartment that necessitates the removal of carpet and padding despite an apparent clean appearance, all such damage and repair cost will be considered extraordinary damage beyond normal wear and tear and is the responsibility of the Resident. Therefore, Resident agrees that **any** smoking in an apartment will subject the resident(s) to a minimum deep-cleaning fee of \$250, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage.

## USE OF PREMISES

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

## PROPERTY LOSS

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

## ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease nor sublet the premises or any part thereof, nor shall any other person occupy the premises.

Initials: \_\_\_\_\_

## DEFAULT, HOLDING OVER, AND ABANDONMENT

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

## RENEWAL TERM

Nothing herein shall give the Lessee the right to renew this Agreement. **Renewal Option Deadline is December 15, 2017.** A renewal lease must be signed by Lessee no later than **December 15, 2017** or Lessee forfeits any option to renew or may be subject to a rate increase. In the event Lessee does not renew this Lease upon the date cited above, Lessee shall vacate the premises on or before 12:00 noon on the lease ending date set out in the first paragraph of this Lease.

## RIGHT OF ACCESS

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

## USE OF LOT

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

## DESTRUCTION OF PREMISES

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

## ISSUANCE OF KEYS AND PENALTIES

There shall be **one key issued per unit** upon the above-referred date the Lease becomes effective. At the termination of the lease each Lessee or Lessee(s) shall return to the Lessor **ALL KEYS** including the original key and all copies made by the Lessee(s). Failure to return all keys will result in a Twenty-Five (\$25.00) Dollar penalty and cost of locksmith. **Lost key policy:** In the event that the Lessee loses a key, the unit **must** be re-keyed at the Lessee's expense and be done by Lessor. Replacement of keys or re-keying after business hours will be at the Lessee's expense at a charge of \$50.00 and locksmith charges. In the event of an emergency outside normal business hours, should Lessee effect any lock alteration or key change, Lessee shall deliver new key(s) to Lewis Properties no later than the close of the first business day following such alteration or change.

Initials: \_\_\_\_\_

### **ACCELERATION CLAUSE**

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

### **COLLECTION FEES**

Charges that may be subject to Collection Fees but not limited to: Security Deposits, Rent, Late Fees, Utilities, Move out Charges, etc. Collection fees are equal to balance due on tenant(s) account.

Example: Apartment Balance **\$250** + Collection Fee **\$250** = Apartments New Balance **\$500**

Once your account is turned over to collections, account balance must be paid in full for the whole apartment.

### **JURISDICTION**

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

### **AGENCY DISCLOSURE**

LEWIS PROPERTIES acts as Agents for the Owner in the Lease and is to be paid a commission by the Owner.

LEWIS PROPERTIES has not acted as Agent in this Lease for the Lessee.

### **INDEMNIFICATION**

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

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

### **SAVINGS CLAUSE**

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

### **SPECIAL STIPULATIONS**

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

See Rules and Regulations outlined in EXHIBIT "A".

See Security Deposit Policy and Cleaning Requirements for Move-Outs outlined in EXHIBIT "B".

See Unique Items to Remember outlined in EXHIBIT "C"

See No Pet Policy EXHIBIT "D1" or Pet Addendum EXHIBIT "D2"

See Lead Base Paint Disclosure Form EXHIBIT "E" (Dearing Garden ONLY)

See Lease section check off in EXHIBIT "F"

See Parental/Sponsor Guaranty outlined in EXHIBIT "G".

### **TIME IS OF THE ESSENCE**

In witness whereof we have hereunto set our hands and seals, on the day and year written above.

Initials: \_\_\_\_\_

**EXHIBIT "A"**  
**RULES AND REGULATIONS FOR LEASE**

(1) **Rent is due and payable on the first day of each month.**

(2) All yards, decks, patios, hallways, passages, driveways, etc., shall not be congested or used for storage by Lessee. No interior furniture shall be allowed to be stored permanently or temporarily on the exterior of the premises. No towels, articles of clothing, bottles, beer kegs, mops, trash cans, laundry, car seats, etc., will be permitted to be stored or hung over the patios or balconies of the dwelling, temporally or permanently.

(3) Security Deposit will not be returned until the apartment is cleaned and vacated. **Security Deposit is not to be considered as last month's rent and is subject to forfeiture pursuant to lease provisions.**

(4) The Lessor acknowledges the right of Lessee to entertain friends, but requires the following: No illegal activity, noisy or disorderly conduct, annoying or disturbing to other occupants of the building or apartment community, shall be permitted. Outdoor social gatherings/parties will end or be moved indoors no later than 10 p.m. and shall abide by local noise ordinances. A determination as to what activity may constitute a violation of this provision shall be at the sole discretion of Lessor. **Lessee is responsible for all activities of their guests.** The following shall apply to complaints concerning a Tenant's violation of this rule.

**Tenant understands that Lessor may at their discretion proceed with the eviction process after any violation.**

(a) **FIRST:** A written warning will be issued to the Tenant, specifying the complaint was filed.

(b) **SECOND:** Upon a second complaint, a **\$50.00** fine will be assessed against Tenant and the Guarantor will be notified.

(c) **THIRD:** Upon a third complaint, which is not refuted, a fine of **\$100.00** will be assessed and Lessor may, at his discretion, declare the lease to be in default.

(d) In order for a Tenant to refute a complaint, it is understood that the burden of proof is upon the Tenant.

**(e) Any violation of lease could be considered default and Guarantors will be notified.**

(5) Tenant should use only approved nail-type hangers to hang pictures on walls. Do not use glue or stick on tape. Do not hang anything on the doors. Tenants should also use caution when cleaning if using bleach, fingernail polish remover, acne medicine and plant food. Such substances will bleach carpet.

(6) All garbage or refuse must be carefully wrapped or in bags and placed in appropriate containers located on the premises or properly placed for pick up by private or municipal garbage services. DO NOT use recycling containers for garbage, you could be fined up to \$250 per offense.

(7) All glass, locks, screens, and trimmings in or upon doors and windows belonging to the building shall be kept whole and in place. No physical change may be made to the exterior or interior of the dwelling. Repairs or replacement because of removal, breakage, or damage to any of the above shall be charged in full to the Lessee.

(8) Lessee is responsible for promptly reporting all damages done to the premises to LEWIS PROPERTIES within 8 hours of such damages. **If damage is the result of criminal activities, Tenant is responsible for bringing in a copy of the Police Report.**

(9) Lessee shall be responsible for all costs relating to repairs that may become necessary to his dwelling and dwellings around Lessee's which may be caused by damage to premises from overflow from drains or plumbing clogs due to the abuse or neglect of persons in the premises. **NOTE: LOW VOLUME TOILETS ARE NOT DESIGNED TO ACCOMMODATE ANYTHING OTHER THAN BODY WASTE OR SMALL AMOUNTS OF TOILET TISSUE.** Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes, or **other foreign substances shall not be thrown herein.** Any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by Lessee.

(10) Lessee shall be responsible for reporting any change in family size or composition change in any occupant of the dwelling to the Lessor. Failure to do so will be considered a breach of the Lease. All Lessees signing this lease are jointly and severally responsible for payment of the total amount of all rents due. **Number of Tenants per apartment cannot exceed the number of bedrooms in the apartment.**

(11) **Pets are not allowed** (not even visiting pets). If a pet is found on the premises you will be charged a fine of \$250.00.

(12) Waterbeds will only be allowed by special permission by the Lessor.

(13) At no time will motor vehicles be parked on lawns, grass, fire lanes, double parking, and yellow or red curb areas. Vehicles shall be parked in designated spaces and facing in the proper direction. No type of non-operative, unregistered vehicle or vehicle with expired tag will be permitted on premises. **Management will remove any vehicle in violation of this paragraph without notice at the expense of the resident owning the same.** No repairing or washing of vehicles will be permitted on the premises. Although ample parking space is provided for tenants this space may prove inadequate at certain times; such as when Tenants may be entertaining or on football or other sports or college activities. Lessor will not guarantee parking spaces.

I have read the above Rules and Regulations and understand them. I agree to abide by all above rules and regulations, and understand that failure to adhere to these rules and regulations will constitute a breach of my Lease Agreement and will entitle Lessor to terminate said Lease Agreement.

Initials: \_\_\_\_\_

**EXHIBIT "B"**  
**SECURITY DEPOSIT POLICY &**  
**CLEANING REQUIREMENTS FOR MOVE-OUTS**

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

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

**GENERAL CLEANING**

- (1) **No holes, scuffs or scratches on walls. Nail holes of ALL sizes (tiny to large) must be removed, spackled, sanded and painted.** (Contact Management Office for Paint Colors)
- (2) Ceiling fans, light fixtures and globes must be cleaned. Replace any burned out light bulbs and replace any missing or broken outlet or cable covers.
- (3) All trash must be removed and placed in proper containers.
- (4) **All carpets must be professionally steam cleaned. If Lewis Properties provides carpet cleaning, charges will be deducted from your security deposit. If you choose your own carpet cleaning company a copy of the receipt is required at move out inspection. Damage to rugs is the responsibility of Lessee.**
- (5) Balconies, patios and porches must be free of all debris and swept.
- (6) Door and window tracks must be cleaned. All cobwebs removed from walls, ceilings and corners. Clean all mini blinds; **Damage to mini blinds is the responsibility of Lessee.**
- (7) All windows must be closed and locked with screens in place and keys ready to be returned to Lewis Properties at the scheduled move out time.
- (8) All utilities should be paid up to date and taken out of tenant(s) name as of the lease expiration date.
- (9) *A New address is to be left with Lewis Properties for the purpose of mailing tenants security deposit refund. **Lewis Properties is NOT responsible for forwarding any mail. FORMS CAN BE ACQUIRED AT ANY POST OFFICE TO FORWARD MAIL.***
- (10) The full term of the lease is to be expired and all unpaid late charges, repair charges and any delinquent rents must be paid prior to issuance of security deposit refund.

**KITCHEN**

- (1) Defrost freezer and clean refrigerator, shelves, crisper, under foot guard, which comes off, and clean floor under refrigerator. **To avoid damage to refrigerator, leave plugged in and on at lowest setting.**
- (2) Clean exterior and interior of all cupboards, doors, tile, fan and faucet fixtures. Wipe out dishwasher.
- (3) Clean stove under burners, knobs and oven. Clean vent hood and Filter. **All drip pans cleaned or replaced.**
- (4) Clean floor.
- (5) Clean washer and dryer; wipe down inside and out. Clean lint trap.

**LIVING ROOM / DINING ROOM / BEDROOMS**

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

**BATHROOMS**

- (1) Toilet, tank and seat and base thoroughly cleaned.
- (2) Clean chrome/wooden fixtures throughout and clean fan fixture.
- (3) Medicine cabinet wiped out and cleaned. Mirrors Cleaned.
- (4) Tile and floor cleaned. Also, baseboard around floor should be wiped off.
- (5) Clean shower stall(s), bathtub(s) and tiled walls.

**If any or all of the above listed conditions are not met, a portion or all of the security deposit may be forfeited. A MINIMUM of \$100.00 could be withheld from the Security Deposit for GENERAL cleaning purposes, if necessary ( this is a minimum, this charge can be more). Security deposits are refunded equally only to the tenants who originally paid the deposits and mailed to the forwarding address you provide Lewis Properties.**

I have read the above Move-Out Requirements and understand them. I agree to abide by any and all of the above and understand that failure to adhere to these requirements shall constitute a reduction in the refund of Security Deposit. Said charges will be used for proper cleaning of the premises.

Initials: \_\_\_\_\_



**(Dearing Garden ONLY)**

**EXHIBIT "D"  
Lead-Based Paint Disclosure Form**

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

Presence of lead-based paint and/or lead-based paint hazards (check (a) or (b) below):

- (a) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain): \_\_\_\_\_
- (b)  Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

**Records and reports available to Lessor (check (c) or (d) below):**

(c) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in housing (list documents.) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (d)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment - Initial**  

\_\_\_\_\_ Lessee has received copies of all information listed above.

Lessee has received the pamphlet entitled, Protect Your Family from Lead in Your Home.

**Agent's Acknowledgment – Initial - CL**

\_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 485d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy.**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Initials: \_\_\_\_\_

**EXHIBIT "F"**  
**UNIQUE ITEMS TO REMEMBER ABOUT YOUR UNIT**

**You Have:**

- (1)** Heat/Air filter (size - Varies) is located in the (Varies per Complex). Check monthly and change as needed.
- (2)** Fire Extinguisher is located in (Varies per Complex).
- (3)** Two Hard wired smoke detectors with a battery back up, if either chirps, please replace with a 9V battery.
- (4) (Dearing Garden ONLY)** Gas in your unit that operates the water heater and furnace.
- (5) (Dearing Garden ONLY)** Parking passes are given to tenant(s) on the lease ONLY. Please remember parking is very tight at Dearing Garden. On home football weekends we cannot control all the vehicles coming into town. If you don't have to move your car, don't. We have ask about towing on home game weekends, but the tow trucks have a difficult time maneuvering in and out and will not tow. *Unfortunately, the inconvenience of living close to campus.*

Initials: \_\_\_\_\_

**EXHIBIT "G"**  
**LEASE SECTION CHECK OFF**

**Lessee (I) understand the following:**

1. What a joint lease is and that if an eviction is filed it is filed against all tenants and guarantors on the lease whether my roommate pays or not.
2. This is a legal contract and I am bound to the terms and conditions here in. Each individual/guarantor on the lease is responsible for the full amount of rent each month for the entire term of the lease.
3. That all rent will still be due under the entire terms of the lease even if I do not take possession, or I am evicted or abandon the said unit.
4. When a check is returned for non-payment there will be a service charge of \$35.00 plus applicable late fees because rent is past due. If Lewis Properties receives two (2) checks back from the bank for non-payment, Lewis Properties will no longer accept checks. I will need to pay by Money Order or Bank cashiers check.
5. If I do not turn in my move in inspection form within two (2) weeks of my move in date, Lewis Properties will assume the apartment was in perfect condition and I will assume responsibility for all damages.
6. I am responsible for getting all Parental Guarantees in to Lewis Properties. It is my responsibility to make sure my roommates get their parental guarantees in. Lease is joint and several. It will not be Lewis Properties responsibility to chase down Parental Guarantees that are not turned in. Tenants that turn in Parental Guarantees will be responsible for those in the unit that do not.
7. Not Turning in a Guarantor form that was requested DOES NOT let me out of any lease obligations, and Lewis Properties can withhold keys if they so choose; but rent will still be due under the terms of the lease. If Guarantor form is NOT returned by due date security deposit will double.
8. I am responsible for all plumbing problems due to my negligence i.e. Toilets backing up, sinks that are clogged do to what has been "put" down the drains. This is also to include taking care of any carpet damage associated with the problem. This means purchase a proper plunger. Lewis Properties is not responsible for clogged drains due to tenants fault or causing.
9. Lewis Properties changes filters once a year and it is my responsibility to check and change it monthly. If my Heating and Air stops working due to a clogged filter, I will be responsible for the charges incurred.
10. I will not alter the interior or exterior of my unit with out written permission from Lewis Properties. This includes, but not limited too, painting, wallpaper, and key locking door knobs on interior doors...
11. Lewis Properties does not guarantee parking spaces. You may not be able to park right in front of your unit.
12. I must have written permission from Lewis Properties for the installation of and placement of any satellite dish system. Upon move out, I, at my expense, must remove all such systems, including any additional wires that were installed and repair any holes, etc.
13. My lease does not begin until noon. Therefore, I cannot move in until noon.
14. Lewis Properties reserves the right to remove tenants from a unit after a single lease violation. This is the sole discretion of management.
15. No verbal agreement shall supersede anything in this lease agreement. Lease prevails in all situations. Any changes must be in writing and introduced as an addendum to this lease.
16. No Grills, charcoal or gas, are allowed. Only Electric grills will be allowed.
17. Lewis Properties does not allow subleasing. If I move out before the end of the lease I am still responsible for the full amount of rent. LEWIS PROPERTIES DOES NOT GET INVOLVED WITH ROOMMATE DISPUTES.
18. If repairs are not reported to Lewis Properties, I will be responsible for all bills incurred. (i.e. water bills due to drips or a running toilet, electric charges due to A/C or water heater problems, etc.)
19. I will be given one copy of my lease; I will be charged \$5 for additional copies of my lease.

**By signing this page I have read the lease in full and I understand what I am signing.**

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date