

Premises Address: \_\_\_\_\_

**RESIDENTIAL LEASE AGREEMENT**

**Athens-Clarke County  
State of Georgia**

**FRED'S HISTORIC PROPERTIES**, Landlord / Agent

\_\_\_\_\_, Tenant  
\_\_\_\_\_, Email  
\_\_\_\_\_, Phone

\_\_\_\_\_, Tenant  
\_\_\_\_\_, Email  
\_\_\_\_\_, Phone

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**NOTICE**

**THIS IS A BINDING LEGAL DOCUMENT. BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO ALL OF THE TERMS, CONDITIONS, COVENANTS AND PROMISES CONTAINED IN THIS LEASE AGREEMENT. PARENTAL/SPONSOR GUARANTEE (*If Required*), RULES, NOTICE AND INSTRUCTIONS FOR MOVE IN / MOVE OUT INSPECTION FORM, PET POLICY, ADDENDUM TO LEASE, HOLDING FEE RECEIPT AND CONSENT TO LANDLORD'S SECURITY DEPOSIT POLICY ARE PART OF THIS LEASE AGREEMENT.**

**Signed, Sealed and Delivered on the date first written above.**

\_\_\_\_\_  
Landlord / Agent

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Tenant

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Tenant

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### RESIDENTIAL LEASE AGREEMENT SUMMARY OF TERMS

DATE	
LANDLORD	FRED'S HISTORIC PROPERTIES, Inc. <b>Street Address:</b> 950 Prince Avenue Athens, GA 30606 <b>Mailing Address:</b> P.O. Box 168 Athens, GA 30603
TENANT	
ADDRESS	
TERM	12 Months
BEGINNING DATE	August 5, 2009 at noon
TERMINATION DATE	July 31, 2010 at noon
MONTHLY INSTALLMENT	\$
TOTAL RENT DUE UNDER LEASE AGREEMENT	\$
EARNEST MONEY / SECURITY DEPOSIT	\$
UTILITIES INCLUDED	
PET FEE	See attached Pet Policy
SPECIAL STIPULATIONS	See attached documents which are incorporated into this lease: (1) Terms, Conditions, Covenants and Promises (2) Rules; (3) Addendum; (4) Holding Fee Receipt; (5) Consent to Landlord's Security Deposit Policy. This lease is contingent upon Landlord receiving a valid security deposit payment from the said tenant. If Wachovia or any other bank currently used by Landlord refuses the security deposit payment for any reason, Landlord may void this lease agreement. Security Deposit secured by bond #41051756, posted with Clerk, Superior Court of Athens-Clarke County, GA

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## TERMS, CONDITIONS, COVENANTS AND PROMISES

In consideration of the mutual covenants and promises set forth herein, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, in consideration for the promises herein set forth, and on the terms and conditions herein set forth, the property hereinbefore described as the Premises. Tenant accepts and acknowledges that Premises are situated in an urban environment with conditions (e.g., noise, light, aromas, and persons) over which Landlord has no control; and upon which Landlord has no responsibility to correct or to be held liable for.
2. **TERM.** The term of this Lease Agreement shall commence on the Beginning Date and the term of this Lease Agreement shall extend through and include the Termination Date, as said dates are hereinbefore set forth. If Landlord is unable to deliver the Premises at the commencement hereof, neither Landlord nor Owner shall be liable for any damages caused thereby, nor shall this Lease Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.
3. **RENT.** Tenant shall pay to Landlord, during the entire term of this lease, rent in the amount of the Monthly Rental, as hereinbefore set forth, IN ADVANCE on the FIRST DAY of each month beginning the first calendar month of the lease term even if the Beginning Date is not the first day of that month. Tenant acknowledges that full Monthly Rental, made payable in one check, money order or full amount in one envelope, is due on the first of each month even though the lease term may include partial months, unless a proration is stated in special stipulations. There shall be no proration of rent for the first or last month of the lease term unless specifically set forth in the special stipulations paragraph. Make checks payable to "**FRED'S HISTORIC PROPERTIES**" and mail to **P.O. Box 168, Athens, Georgia 30603**.
4. **SECURITY DEPOSIT.** The Security Deposit set forth herein shall secure the performance of the Tenant's obligations hereunder. Tenant shall not apply the Security Deposit to payment of any rent. Tenant specifically acknowledges receipt of the MOVE IN / MOVE OUT INSPECTION form, instructions, and notices, and agrees that said Security Deposit shall be held and disbursed as described therein.
5. **USE OF PREMISES.** The Premises shall be used for residential purposes and for no other purpose. The Premises shall not be used for any illegal purposes or be used in violation of any law or regulation of any governmental body or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. No person shall occupy the Premises unless they are a named Tenant.
6. **ABANDONMENT OF PREMISES /ACCELERATION OF RENT.** Tenant agrees not to abandon the Premises during the term of this Lease Agreement and agrees to use the Premises for the purposes herein described until the expiration hereof. In the event Tenant abandons or vacates the Premises for thirty (30) consecutive days prior to the Termination Date, or becomes thirty (30) days behind on rent, all unpaid rent hereunder up through the Termination Date shall be immediately due and payable from Tenant to Landlord as reasonable liquidated damages, as Landlord's actual damages would be indefinite, and difficult to ascertain in such situations. In the event of vacating or abandonment, Landlord may rent the Premises for the remainder of the term for the benefit of the Tenant, and rents received therefrom shall apply upon the unpaid rent due Landlord by Tenant. Tenant has the right at any time during the term hereof to calculate the total remaining rent due under this Lease Agreement, reduce same to present value as above, and pay same, thereby fulfilling only Tenant's obligation for the Monthly Rental hereinbefore set forth. In the event of prepayment of the Monthly Rental, all other duties and obligations of Tenant hereunder shall remain in full force and effect.
7. **UTILITIES.** Tenant shall pay all charges for utilities or services for the Premises or used by Tenant in connection therewith, unless otherwise noted hereinbefore. Tenant agrees to promptly establish service in his/her/their name and to maintain said service during the entire lease term including the move out inspection. If Tenant does not pay the same, Landlord may pay same and such payment shall be added to the rental of the Premises and shall be due and payable immediately with penalty and service charges due **or Landlord may at the commencement of this lease agreement, disconnect utilities if Tenant does not transfer service into Tenant name by August 8, 2009. All costs due to disconnection from failure of Tenant to transfer utilities will be submitted to Tenant for payment.** Abandonment may be considered if service is not established or continued beyond a 3 day period during the lease term.

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- 8. **SMOKE DETECTORS.** The Tenant acknowledges the presence of a working smoke detector on each level of the Premises, and agrees to test the detector(s) weekly for proper operation, and further agrees to replace batteries when necessary. Tenant agrees to notify Landlord immediately in writing if any unit fails to operate properly during any weekly test. Tenant acknowledges that he/she/they understand how to test and operate the smoke detector(s) in the Premises.
  
- 9. **REPAIRS / MAINTENANCE.** Landlord shall make all structural repairs necessary for tenantability. Landlord agrees to keep in good repair the roof, foundations, plumbing pipes and lines, and exterior walls of the Premises, except repairs rendered necessary by the negligence or intentional misconduct or wrongful acts of Tenant, its employees, agents, invitees, or licensees. Repair charges excepted in the previous sentence shall be billed to the Tenant with additional 15% administration fee, and said charges shall be added to the rent hereunder, and due and payable as such. Tenant shall make payable to the landlord all repairs to partitions, interior walls, glass and plate glass, and electric and plumbing fixtures for tenant caused damages. In case of tenant caused fire, tenant shall be responsible for covering the cost of any insurance deductibles. Tenant shall inform Landlord in writing when, in Tenant's opinion, repairs are required or maintenance and pest control is needed. Personal property of Tenant is placed in the Premises at Tenant's risk, and Tenant agrees that Landlord shall not be liable for any loss of or damage to any such property. Tenant must maintain renter's insurance for any such damage or loss of property. Tenant shall take all necessary and reasonable steps to prevent plumbing fixtures, pipes and lines from freezing. Tenant shall be responsible for all damages caused due to Tenant's failure to take such steps. Tenant shall at his or her own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.
  
- 10. **CHANGES OR ALTERATIONS.** Tenant shall not make any changes or alterations in or to the premises without the prior written consent of Landlord. This includes but is not limited to unauthorized painting of the premises, installing shelving units, installing blinds or window fixtures, etc. Any such changes or alterations shall become the property of Landlord at the termination of this lease. Changes and alterations will be considered damage to the premises, and deduction from Tenant's Security Deposit are allowable therefore and may even exceed the amount of the security deposit, regardless of whether the damage or alteration may be considered ameliorating waste.
  
- 11. **DISASTER.** In the event of fire, storm, riot, civil war, or other disaster which should damage the Premises to such an extent as to make same untenable, Landlord may either repair such Premises, such repairs to begin as soon as practicable, considering ordinary delays in obtaining workmen and materials, or Landlord may terminate this lease at Landlord's option. In the event this lease is terminated under this paragraph, the rent due shall be calculated to the date of termination and Tenant shall not be responsible for any rent after such date of termination. In the event the Premises are only partially destroyed or damaged by fire or other casualty but remain tenantable, the rentals provided herein shall equitably abate in proportion to the damaged part of the Premises until Landlord has repaired such damaged portion of the Premises, and the Landlord agrees to restore the Premises as soon as possible. Please note: loss of air conditioning/heat or electric/water does not deem the Premises as untenable and will not result in reduced rent. Tenants will carefully observe the flushing of toilets or the filling of tubs so as to prevent an overflow of water that may cause damage to the Premise and other premises next to or below. Landlord is not responsible for tenant's failure to carefully prevent water damage and said water damage will not result in any cost to Landlord by way of repair or reduced rent, and will not deem the Premises as untenable. Tenant failing to prevent such damage is responsible for all costs due to such damage. Renter's Insurance is strongly recommended to be purchased by Tenant, as Landlord is not responsible for damages caused by incidents or accidents out of Landlord's control.
  
- 12. **LANDLORD'S ENTRY OF PREMISES.** Landlord may card the Premises "For Rent" one hundred and eighty (180) days prior to the termination of this Lease Agreement. Landlord may enter the Premises to exhibit the Premises to tenants, to inspect the Premises to see that the Tenant is complying with all of its obligations hereunder, and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property.

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13. **NOTICES.** All notices required or allowed in or by this lease shall be in writing, signed by the party making the same, and shall be delivered personally or sent by certified or registered United States Mail, return receipt requested or other proof of delivery, postage prepaid, to the addressees) appearing on the first page of this lease. The official United States Postal Service post mark date shall be considered the date of such notice. Service/delivery shall be deemed to be perfected when the notice is deposited in the United States Mail address to the last known address of the addressee with sufficient postage affixed thereto. Notices may also be given by facsimile transmission, telex, telegram, electronic mail (e-mail), or other forms of electronic communication, and shall be deemed to be delivered on the date sent if addressed to the addressee at the location stated on the first page of this lease. For the purposes of this paragraph only, Landlord shall be the agent of the Owner for receipt of notices. Failure of Tenant to provide accurate forwarding address information at the termination of this lease agreement or throughout Tenant's occupancy will not render mailed notices obsolete or ineffective. In such circumstance, the last known address will be sufficient for all notices, including but not limited to overdue balance statements, demand of payment letters, security deposit letters, notices of mediation or arbitration, etc.

14. **ASSIGNMENT AND SUBLETTING.** Tenant shall not have the right to sublet the Premises or any part thereof, or to assign this lease to any third party, without the prior written consent of Landlord. No assignment or subletting shall relieve Tenant of his or her liabilities hereunder. All parties to the lease must be in agreement to allow for a sublease and all parties to the lease must personally sign such agreement at the leasing office. Security deposits will not be exchanged out or traded between sublease or tenant. Should the sublease not fulfill all contents within this lease agreement, the original Tenant to the lease will still be liable for the remainder of the lease term, and for any monies owed or damages incurred by the sublease.

15. **INDEMNIFICATION.** Neither Landlord nor Owner shall be liable for any damage or injury to the Tenant or any other person, or any property, occurring on the Premises, or any part thereof or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Landlord or Owner, their agents, or employees. Tenant does hereby indemnify, release, and save harmless Landlord and Owner and their agents from, and against any and all suits, actions, claims, judgments, and expenses arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim, or action of any nature arising out of or related to this Lease Agreement or the use of the Premises.

16. **DEFAULT. (a)** Failure by Tenant to make any rental payment within ten (10) days after the same shall become due, or to do any other act or perform any duty of Tenant hereunder shall be considered a default. In the event of such a default or failure, Landlord may - but is not required to - serve Tenant with written notice of such default or failure, and, if such default or failure shall then continue without being wholly remedied then the Landlord may, at its option and without further notice, immediately re-enter and repossess the Premises, with or without process of law, and prospective purchasers or Tenant does, in such event, waive any demand for possession of the Premises and shall surrender and deliver up the Premises and property peaceably to Landlord. In the event Landlord retakes possession of the premises due to Tenant's default hereunder, tenant shall continue to be responsible for all rents through the remainder of the term, and Landlord's retaking possession shall be for the Tenant's benefit, and any rent collected shall be applied to Tenant's continuing rental obligation. In the event damages are mitigated by reletting the premises, Tenant agrees to be responsible for any shortfall between the rental amount due hereunder and any rent collected as mitigation of damages. Again, in case of any such default and re-taking of possession, Landlord may relet the Premises or any part or parts thereof for a term which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Lease Term. Tenant shall also pay Landlord, as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, for each month of the period which would otherwise have constituted the balance of the Lease Term, any deficiency between (i) the sum of one monthly installment of Rent and all charges that otherwise would have become due and (ii) the net amount, if any, of the rents collected on account of the lease of the Premises of the balance of the Lease.

**(b)** In the event of default and eviction/dispossession of Tenant, Landlord may remove, expel and dispose of Tenant's effects and property without liability for prosecution for any claim for damages thereof; and Tenant agrees to hold harmless and indemnify Landlord for any loss or damage in relation thereto or arising therefrom.

**(c) Resolution of Disputes**

**(i)** Any claim, controversy or dispute (those terms being used for illustration and not limitation; herein referred to collectively as a dispute arising from or related to this lease agreement, or any breach thereof, shall be settled by mediation and, if mediation is not successful, by arbitration in accordance with CPR Rules of Procedure for Dispute Resolution (the complete text of which is available from WMApeace.com), except as said rules are amended by (ii) of this paragraph. The methods described in this paragraph shall be the sole remedy for any such dispute, except to

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enforce an arbitration decision. This paragraph is governed by the Federal Arbitration Act (9 USC §§ 1-16). The terms of this paragraph shall continue to govern any dispute that may arise during or relating to this lease agreement, or any breach thereof, even after such lease agreement is terminated for any reason. Such dispute shall be referred to any of the following: Finch Mediation & Arbitration Services, 150 East Washington Street, Athens, GA 30601 (706) 227-9005, J. Phillip Boston, Attorney at Law and Dispute Resolution, 490 North Milledge Ave. Ste. 3, Athens, GA 30601 (706) 549-9500, Marjorie Fishman, J.D., Mediator, P. O. Box 1625, Athens, GA 30603 (706) 757-8878, or Michael Wetzel, P.C., 2091 Clotfelter Road, Bogart, GA 30622 (706) 769-9105. If these offices are unable to hear such dispute, Landlord will have the option to choose an office locally.

(ii) Within five (5) days notice of mediation/arbitration a response shall be given to the party sending the notice, acknowledging same and expressing the intention to attend the mediation/arbitration and providing a list of witnesses who will be present in person or by notarized affidavit at the mediation/arbitration proceeding. The failure to provide a response within five (5) days of the notice of meditation/arbitration shall constitute a default, allowing the mediation/arbitration to proceed in the absence of the party to whom the notice was given. In the event that the party to whom the notice was given fails to submit a response in a timely manner, the neutral arbiter is authorized to refuse to hear or receive testimony or evidence from the party receiving the notice but failing to provide a timely response. In the event Tenant fails to provide Landlord with an accurate forwarding address, the last known address or an address provided on the Tenant application will be sufficient for notification.

- 17. **BANKRUPTCY.** This Lease Agreement and the rights of Tenant hereunder shall not be an asset of Tenant's estate to be sold either by receivers or trustees in bankruptcy or receivers in insolvency proceedings, but the insolvency of Tenant shall constitute a default on the part of Tenant, and if such default shall continue for a period of ten (10) days, thereupon the rights of Landlord shall be the same as provided in Paragraph 16 hereof.
- 18. **TIME OF THE ESSENCE.** Time is of the essence of this Lease Agreement.
- 19. **BINDING EFFECT.** This lease and all of its covenants, conditions and terms shall extend to and be binding on the successors, assigns and personal representatives of Landlord and Tenant.
- 20. **HOLDING OVER.** If through oversight or otherwise Tenant shall hold the Premises beyond the term contained in this Lease Agreement, then Tenant shall become a tenant at will and agrees that such tenancy shall terminate on thirty (30) days' notice from either party hereto. It is expressly agreed that there shall be no extension or renewal of this lease by operation of law. Failure of tenant to vacate the premises as of noon on the 31<sup>st</sup> of July will result in a complete loss of security deposit and further charges will accrue for cleaning and damage to the premises. There will be no exceptions.
- 21. **FEES.** Any rent payment received after the FIFTH day of the month shall result in a LATE FEE. The applicable LATE FEE is as follows: 10% FOR RENT received after 5:00 pm of the 5<sup>th</sup> day of the month; and 15% FOR RENT received after 5:00 pm of the 10<sup>th</sup> day of the month. Since determining Landlord's actual damages caused by Tenant's late payment would be difficult or impracticable, both parties agree to regard Landlord's damages as equal to the amount given here. All rents paid by Tenant shall be applied first to any delinquent rents or late fees due, before applying to current rent due. A dishonored check shall result in a BAD CHECK FEE of thirty dollars (\$30) in addition to late fees. After the second dishonored check, all payments must be cash or money order. In any legal action to enforce the terms of this Lease Agreement, the prevailing party shall be entitled to recover from the other party(ies) all costs of such action, including reasonable ATTORNEY'S FEES, interest or finance charges, costs of collection, including 15% administration fee, and mediation and arbitration fees.
- 22. **WAIVER OF TERMS.** Any variance from any of the terms of this Lease Agreement shall not constitute a waiver of the terms hereof and Landlord reserves the right to insist upon strict compliance with such terms. The failure of either party to insist on strict performance of any of the provisions of this Lease Agreement shall not be construed as a waiver of, or acquiescence in, any subsequent violations of the same or similar provisions hereof.
- 23. **WAIVER OF PERSONAL JURISDICTION.** Tenant agrees that performance and payment of its obligations under this Lease Agreement shall be made in Athens-Clarke County, Georgia. Tenant waives personal jurisdiction and hereby submits to the jurisdiction and venue of the courts of Athens-Clarke County.
- 24. **CHOICE OF LAW.** Tenant and Landlord agree that this Lease Agreement was made and entered into in Athens-Clarke County, Georgia, that this is a Georgia Contract, and that it shall be governed and interpreted according to the laws of the State of Georgia, except for paragraph 16(c), Resolution of Disputes, which is governed by the Federal Arbitration Act (9 USC §§ 1-16).

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25. **SEVERABILITY.** In case any provision of this Lease Agreement shall be held to be contrary to or in violation of the laws of any country, state, or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, and all such other provisions shall continue nevertheless in full force and effect, and any provisions which are held to be illegal or invalid in any country, state, or other jurisdiction shall nevertheless remain in full force and effect in any other country, state or other jurisdiction in which such provision is legal or valid.
26. **PARAGRAPH HEADINGS.** All paragraph headings appearing herein are intended to facilitate references to the terms and provisions hereof and are not in any manner to be deemed to affect the construction or meaning of any term or provision.
27. **MODIFICATION OR WAIVER.** No modification or waiver of any of the terms of this Lease Agreement shall be valid unless the same shall be made in writing, and signed by both parties.
28. **ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS.** Tenant and Landlord acknowledge, warrant and represent to each other, and each agree that the other may rely, that they each have: (a) READ this Lease Agreement in its entirety and fully understand each and every term and provision hereof, and (b) SIGNED this Lease Agreement freely and voluntarily without interference or coercion from any other party, and intending to be bound by every term and provision hereof.
29. **JOINT AND SEVERAL LIABILITY.** Tenant acknowledges and agrees that he/she/they is/are solely and fully responsible for the entire rent on said premises and for all other obligations hereunder, and that should Tenant fail to pay the Rent when due, or fail to fulfill any other obligations hereunder, Landlord may seek to collect all amounts due hereunder from Tenant individually. Tenant agrees to be jointly and severally liable with other residents of same Premises for all rents and other obligations hereunder.
30. **ENTIRE AGREEMENT.** Tenant and Landlord each understands and agrees that this Lease Agreement constitutes the entire agreement between the Landlord and Tenant. Any change, modification, or alteration of this lease must be done in writing, signed by Tenant and authorized representative of Landlord.
31. **NO ESTATE IN LAND.** This Lease Agreement shall create the relationship of Landlord and Tenant between the parties hereto, and Tenant has only a usufruct and not an estate for years.
32. **PETS.** Pets are not permitted on the Premises unless a "Pet Fee" has been listed hereinbefore, and paid. The Pet Fee does not cover actual damage caused by the pet. If any pet becomes a nuisance, Tenant agrees to remove said pet from the Premises if requested to do so by Landlord. If a pet is found on the property without prior written approval in this lease or by amendment hereto, Tenant agrees to pay Landlord a Pet Fee of \$500.00 and remove pet from Premises. Upon the termination of the lease agreement, if evidence is found by way of a flea problem or damage done by a pet, an automatic \$500 fee will be placed against the security deposit and all costs of damages will be charged in addition to this fee.
33. **KEROSENE HEATERS OR APPLIANCES OR CANDLES.** The Tenant agrees not to use any form of Kerosene space heater or appliance or candles on the Premises. Extension cords, while permitted, must not be overloaded.
34. **LOCKS AND KEYS.** Tenant is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the premises without the prior written consent of the Landlord. There shall be one key per leasee issued for the Premises, and at the termination hereof, ALL KEYS (original and all copies) shall be returned to Landlord. Failure to return all keys, or lost key service, shall result in the unit being re keyed and a charge to the Tenant of one hundred fifty (\$150) dollars for new locks and locksmith service. Upon termination of the lease agreement, all keys must be received by noon on July 31<sup>st</sup> to avoid this lock change charge. There are no exceptions.
35. **TELEPHONE AND CABLE.** Availability of telephone or cable TV services to the Premises is not guaranteed, and any installation or repair charges are the sole responsibility of the Tenant.
36. **RENEWAL OF LEASE.** Tenant agrees to inform Landlord in writing, one hundred eighty (180) days prior to the Termination Date, whether or not Tenant intends to re-rent the Premises for any additional term. All original parties to the lease must be renewing in order to avoid paying an additional security deposit on the Premises.

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**37. LEAD PAINT WARNING STATEMENT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not handled properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Owner and Landlord have no knowledge of lead based paint and/or leadbased paint hazards in the Premises and have no reports or records pertaining to lead-based paint or lead-based paint hazards in the Premises.

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### ADDENDUM TO LEASE

1. There will be a \$25.00 fee to let Tenant into apartment during office hours 8:00 a.m. - 5:00 p.m. Monday through Friday except holidays; and a \$45.00 fee after office hours, weekends, and holidays.
2. There will be a \$150.00 lost key charge to replace lock to apartment and a \$25.00 lost mail key charge to replace mail locks. There will be a replacement key charge of \$25.00 for door keys and \$5.00 replacement key charge for mailbox keys. Lost keys not recovered by lease end will ultimately result in a lock change charge.
3. Forfeiture of deposit if subletting is allowed or occurs or if unit is released by management prior to the termination of initial lease term. Original tenant will be ultimately responsible for this lease and all lease obligations, balances and/or damages.
4. If tenant(s) do not have utilities transferred to their names upon lease beginning date there will be a \$25.00 charge. If tenant(s) are submitted a utility bill and fail to pay within five (5) days there will be a \$25.00 charge plus a 20% per month carrying fee. There will be no grace period for transferring utilities. **Should Tenant fail to transfer utilities into Tenant name, disconnection may result with Tenant being responsible for all fees.** Apartment will be considered abandoned if utilities are not maintained throughout the lease term for a period of 3 days or more.
5. If upon move out, Tenant appears to make no attempt to prepare the apartment for incoming tenants (i.e., not removing all belongings, entire unit left unclean, not ready to leave by Noon on July 31st, etc.), Tenant forfeits the entire security deposit. Damages or money owed may exceed Security Deposit amount, which include but may not be limited to actual damages and cleaning costs for the Premises, costs of collection, interest and finance charges, attorneys fees, and costs of mediation/arbitration to handle disputes.
6. Damage done to the common areas of the apartment complex or to the leased apartment will result in a charge upon the apartment responsible. Tenants are responsible for damage caused by their guests. Damage may include excessive trash in halls from parties, graffiti, unauthorized painting of apartment, excessive holes in walls whether nail size or fist size, etc. Severe acts of vandalism may warrant charges being filed and/or may warrant a loss of security deposit. Loss of security deposit will require a new one to be placed on account.
7. Compromising or the giving out of the security code may result in a charge placed on the responsible tenant or apartment.
8. One copy of Lease is provided at the signing of the Lease. An extra copy can be provided at a \$10.00 charge to Tenant.
9. On Lease Renewals, all current Tenants must renew to avoid extra security deposits and pre-paid rents from being collected. If there will be roommate changes, a new lease must be signed with new security deposit and post dated checks collected.
10. Rent will only be accepted in one payment by check, money order or cash, or total amount of rent placed in one envelope marked clearly with the apartment number. All cash payments will be made at the leasing office. No cash is to be placed in the drop box. Failure to provide the apartment number on the check/money order or on the envelope will result in a \$25.00 charge.
11. There will be a one time charge of \$50.00 per person to be paid along with the post-dated August rent to cover Hall Maintenance Fees for the lease term. Hall Maintenance fees do not cover damage or trash done to the halls from parties. Additional fees will be rendered for tenant-caused damage.
12. Pets are not permitted to use the bathroom on your apartment floor or in the halls. If accidents happen, they must be cleaned immediately. Failure to clean the mess within a timely manner will result in a fee on the apartment or tenant responsible.

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**CONSENT TO LANDLORD’S SECURITY DEPOSIT POLICY**

This notice signifies that I understand that part of Landlord’s policy is the requirement of a security deposit and first and last month’s rent in advance. All sums are due upon date of signing lease agreement with Landlord. First month’s rent including the \$50.00 hall maintenance fee will be drawn from my account the first month that I am with Landlord (August 1st) and last month’s rent will be drawn from my account the second month of my lease agreement (September 1<sup>st</sup>). Tenants will be paying two months worth of rent in September (for September rent and July rent). Both checks have been post dated for these months. I fully understand that this is Landlord’s Policy and agree to it.

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

Tenant(s)

\_\_\_\_\_  
Landlord/Agent

\_\_\_\_\_  
Date

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### PET POLICY

No pets shall be allowed on the premises without written consent of the Landlord. Landlord may charge a non-refundable pet fee of **\$250.00 PER PET**. *An additional \$500.00 pet fee may also be charged if a pet is found in the unit without knowledge of the Landlord (this applies as well if evidence is found upon the termination of the lease).* A pet can be a friend's, boyfriend's, aunt's, sister's, father's, etc., only in the unit for an hour or one minute... and Tenant will still be charged \$500.00. Tenants shall be responsible for all damages resulting from said pet. *If damages and fees related to pet are not paid in a timely manner, late rent and late fees can occur due to the unpaid amount.* Landlord reserves the right to revoke consent if the pet is determined to be a nuisance.

**I fully understand this pet policy and agree to abide by this agreement while under the foregoing lease agreement with landlord:** *(sign below)*

\_\_\_\_\_ (SIGNATURE)

\_\_\_\_\_ (SIGNATURE)

\_\_\_\_\_ (SIGNATURE)

\_\_\_\_\_ (SIGNATURE)

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# RULES

- 1. Tenant is responsible for the costs of all repairs to the washer and dryer, if tenant is at fault for the damage.
- 2. Tenant is responsible for all costs of removal of all foreign objects (e.g. feminine hygiene products, paper towels, dental floss, condoms, etc.) from the plumbing. Damage caused by overflows due to clogged toilets of this nature will result in all costs of damage to the Tenant. Tenant is responsible for observing the flushing of toilets and filling of bath tubs. Tenants are responsible for immediately cutting off the water in an event of overflow. Tenants are responsible for making themselves aware of how to cut the water off in the event of an overflow.
- 3. No noisy or disorderly conduct, annoying or disturbing to other occupants of the building, premises or community, shall be permitted. After two noise / nuisance complaints, Landlord shall have the right to terminate this lease under the tenant default provision.
- 4. All glass, locks, screens, and trimmings in or upon doors and windows belonging to the building or common areas shall be kept whole and in place. No physical change may be made to the exterior or interior of the dwelling.
- 5. Tenant is responsible for promptly reporting all damages to and maintenance needs of the Premises to landlord. Neglect in reporting may result in a charge to Tenant (ie: pest control problem).
- 6. Tenant shall be responsible for all costs of water damage to the Premises, alarm system and dwellings around the Premises caused by overflow from drains, or toilets, broken plumbing, or sprinkler malfunction due to neglect of persons in the Premises, and for all damage to the Premises and dwellings around the Premises caused by shower curtains that do not fully enclose claw foot or soaker type bathtubs. A minimum of two shower curtains are required for claw foot or soaker tubs.
- 7. Tenant shall be responsible for reporting any change in occupancy of the Premises. Failure to do so will be considered a default under the Lease Agreement.
- 8. Soliciting is strictly forbidden. Please notify Landlord of any such activity at the Premises.
- 9. Pets are not allowed unless a pet fee is stated on page 2. Please see Paragraph 32 of the Lease. Pets caught defecating/urinating in the halls or in the apartment will result in charges to the responsible apartment.
- 10. If the Premises has an alarm system, Tenant is responsible for securing and paying for service if tenant wishes to have such service.
- 11. All garbage and refuse must be in bags and placed in space appropriate containers at designated areas. Tenant must properly dispose of recycling at the designated areas. Failure to place trash and recycleables in their appropriate containers will result in a charge.
- 12. Tenant must maintain interior and exterior of premises in clean, sightly and sanitary condition. If tenant does not maintain this condition, Landlord will have premises cleaned at tenant's expense. Interior furniture is not to be used as exterior furniture.
- 13. Tenant name and apartment number must be clearly written on all correspondence, including rent checks and money orders. Failure to do so many result in unapplied rent and fees; and repeated failure may lead to additional charges.
- 13. Tenants are not permitted on the roof of any building. Violation of this rule will result in a complete loss of security deposit and will be required to submit a new security deposit.

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- 14. False fire alarms due to neglect of the tenant will result in a fee to the apartment responsible.
- 15. Tenant request for landlord to review video camera tapes must be accompanied by a valid police report.
- 16. Beer kegs must be placed inside a waterproof container with a tarp placed below the container to avoid water damage to the floor or the ceiling below. Failure to do so will result in costs of damage placed on the apartment responsible.

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**PERMANENT PRIMARY ADDRESS  
FORWARDING ADDRESS INFORMATION**

Due to Tenant neglect to provide forwarding information at the expiration of the lease term, Landlord requires this information at the signing of the lease. This address may be that of a family member or parent, someone who you would allow to accept correspondence on your behalf. Failure to provide this information may render lease invalid and void. There will be no exceptions to providing this information, and should a change in this address occur, it is the sole responsibility of the tenant to inform landlord in writing of this change.

1. Tenant Name: \_\_\_\_\_

1. Address: \_\_\_\_\_

2. Tenant Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Tenant Name: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Tenant Name: \_\_\_\_\_

4. Address: \_\_\_\_\_

5. Tenant Name: \_\_\_\_\_

5. Address: \_\_\_\_\_

6. Tenant Name: \_\_\_\_\_

6. Address: \_\_\_\_\_

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FRED'S HISTORIC PROPERTIES  
GENERAL CLEANING AND DAMAGE LIST

(Tenant may be subject to additional charges due to excessive damages)

**Kitchen:**

Stove	\$40.00	
Microwave	\$20.00	
Refrigerator	\$40.00	
Cabinets	\$30.00	
Counters	\$20.00	
Sink	\$20.00	Entire Kitchen Clean-up \$250.00
Floor	\$40.00	
Washer/dryer	\$20.00	

**Replacement Charges:**

Drip Pans	\$10.00 each
Refrigerator Shelves	\$75.00
Refrigerator Brackets	\$30.00
Lint Trap	\$20.00
Microwave Handle	\$25.00

Tenant damage done to appliances will result in a replacement charge of the appliance, tax, labor in replacing the appliance, plus a 15% administrative fee.

**Bathroom:**

Shower/Tub	\$40.00	
Sink	\$20.00	
Cabinets	\$30.00	
Floor	\$40.00	
Mirror (clean)	\$10.00	Entire Bathroom Clean-up \$200.00
Vent	\$10.00	
Toilet	\$30.00	

**Replacement Charges:**

Towel Bar	\$25.00
Toilet Paper Holder	\$15.00
Shower Curtain Rod	\$20.00
Shower Head	\$25.00

Tenant damage done to bathroom fixtures will result in a replacement charge for the fixture, tax, labor in replacing/repairing the fixture, plus a 15% administrative fee.

**Living Area (Den) & Bedrooms:**

Floors	\$35.00	
Baseboards	\$20.00	Entire Clean-up \$100.00
Ceiling Fans	\$20.00	
Windows	\$10.00 per window	

Tenant damage done to the floors/walls/windows/fixtures or appliances will result in a charge at cost, plus any tax, labor and a 15% administrative fee.

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**FRED'S HISTORIC PROPERTIES  
GENERAL CLEANING AND DAMAGE LIST CONTINUED**

**Walls:**

If there are dirt marks on the walls most can be cleaned with soap and water. If there is an excessive amount of damage to the walls, (i.e., holes, extreme amount of marks, unauthorized painting, etc.) your unit will be charged additional fees according to the damage that is assessed.

**Floors:**

Carpet is not provided in any apartment or loft of Fred's Historic Properties. All carpet installed by tenant is the responsibility of the tenant to remove and properly dispose of despite the condition the carpet is in. Carpet left in an apartment will result in a removal and disposal fee at a minimum of \$50.00 per loft/bedroom despite the condition of the carpet. Carpet that is being removed should be taken to the dump or dropped off at the Potter's House for disposal by the Tenant. Carpet left in the halls will result in a charge against the apartment responsible. There will be no exceptions.

Excessive trash, gum, burn marks, torn linoleum or other major damage to the floors will result in additional charges, which may lead to replacement at actual cost, tax, labor and a 15% administrative fee.

**Miscellaneous:**

Smoke Alarm/Detector	\$150.00	A/C Filter	\$15.00
Smoke Alarm Battery	\$5.00	Holes in Walls	cost, labor, 15% adm fee
Door Knobs (regular)	\$25.00	Nail Holes	\$25.00 per 6
Door Knobs (special)	\$100.00	Mini Blinds	\$30.00
Door Stops	\$10.00	Light Bulbs	\$5.00 per bulb
Door Locks (regular)	\$75.00	Window	cost, labor, 15% adm fee
Door Locks (non-duplicating)	\$150.00	Light Globe	\$25.00
Doors	cost, labor, 15% adm fee	Cabinet Knobs	\$10.00 each
Apartment Key Not Returned	\$150.00	Cabinet Doors (regular)	\$50.00
Mail Key Not Returned	\$25.00	Cabinet Doors (custom)	cost, labor, 15% adm fee
Repair of Appliances	cost, labor, 15% adm fee	Unauthorized Pets	\$500.00 per pet
Replacement of Appliances	cost, labor, 15% adm fee	Flea Infestation	cost, labor, 15% adm fee

**TENANTS THAT LEAVE ITEMS BEHIND WILL BE CHARGED A REMOVAL FEE ACCORDING TO THE AMOUNT AND WEIGHT OF THE ITEM LEFT BEHIND. Furniture and large items should not be placed in the halls for removal, and they are to be properly dispose of by the tenant to avoid charges. If Landlord feels no attempt has been made to render the apartment ready for next tenant use, the tenant will forfeit the entire amount of the security deposit and additional cleaning and damage charges will result. All other replacement or repairs not mentioned in the above will be done at Cost, \$50.00 per hour labor, and an additional 15% administration fee.**

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**Fred's Historic Properties: Move In / Move Out Inspection**

(Circle which applies)

\*Must be returned to the leasing office within 3 days

\*\*Note all cleaning, damage and maintenance issues

Unit # \_\_\_\_\_

Date: \_\_\_\_\_

**KITCHEN:**

Stove Top:

Refrigerator:

Oven:

Refrigerator Brackets/Shelves:

Stove Hood/Lid:

Freezer:

Bottom Tray:

Ice Maker:

Drip Pans:

Microwave:

Dishwasher:

Sink:

Cabinets:

Counters:

Washer:

Dryer/ Lint Trap:

Floors/Baseboards:

Walls:

Ceiling:

Light Fixture:

**DINING AREA:**

Floors/Baseboards:

Walls:

Ceiling:

Light Fixture/ Fans:

**LIVING AREA:**

Floors/Baseboards:

Walls:

Ceiling:

Light Fixture/Fans:

Windows/Sills:

Smoke Detector/Battery:

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**BATHROOM #1:**

Shower/Tub:	Toilet/Toilet Base:
Sink/Counter/Cabinets:	Mirror:
Floors/Baseboards:	Walls:
Ceiling:	Light Fixture:
Vent:	Shelves/Closet:

**BATHROOM #2:**

Shower/Tub:	Toilet/Toilet Base:
Sink/Counter/Cabinets:	Mirror:
Floors/Baseboards:	Walls:
Ceiling:	Light Fixture:
Vent:	Shelves/Closet:

**BEDROOM/LOFT #1:**

Floors/Baseboards:	Walls:
Ceiling:	Light Fixture/Fans:
Windows/Sills:	Smoke Detector/Battery:
Outlets:	Closet:

**BEDROOM/LOFT #2**

Floors/Baseboards:	Walls:
Ceiling:	Light Fixture/Fans:
Windows/Sills:	Smoke Detector/Battery:
Outlets:	Closet:

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**BEDROOM/LOFT #3**

Floors/Baseboards:

Walls:

Ceiling:

Light Fixture/Fans:

Windows/Sills:

Smoke Detector/Battery:

Outlets:

Closet:

**BEDROOM/LOFT #4**

Floors/Baseboards:

Walls:

Ceiling:

Light Fixture/Fans:

Windows/Sills:

Smoke Detector/Battery:

Outlets:

Closet:

**BEDROOM/LOFT #5**

Floors/Baseboards:

Walls:

Ceiling:

Light Fixture/Fans:

Windows/Sills:

Smoke Detector/Battery:

Outlets:

Closet:

**BEDROOM/LOFT #6**

Floors/Baseboards:

Walls:

Ceiling:

Light Fixture/Fans:

Windows/Sills:

Smoke Detector/Battery:

Outlets:

Closet:

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**MECHANICAL:**

HVAC:

Plumbing:

Electrical:

Exterior:

**COMMENTS:**

Tenant Signature: \_\_\_\_\_

Keys Returned: \_\_\_\_\_

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