



LEASE FOR RESIDENTIAL PROPERTY



2024 Printing

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (ATL STRATFORD SFH, LLC) and the undersigned Tenant (John Eslick) do hereby agree as follows:

A. PRIMARY TERMS. The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

Lease. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of 11/15/2024 on the terms and conditions of which are set forth below.

1. Property Address: <u>3612</u> <u>N Stratford Road NE</u> Unit _____	
City <u>Atlanta</u> County <u>Fulton - GA</u> Georgia, Zip <u>30342</u> ("Premises")	
2. Lease Start Date: <u>1/13/2025</u> Last Day of Lease ("Lease End Date"): <u>1/12/2026</u> Tenant may terminate this Agreement without penalty if possession is not granted within <u>5</u> days of the Lease Start Date ("Approved Delay Period").	
3. Rent. a. Rent: Tenant shall pay monthly rent of \$ <u>3,190.00</u> . Rent Shall Be Payable To <u>Trans World Real Estate services LLC</u> and delivered to: <u>pay at Buildium.com via tenant portal</u> ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. b. Due Date for Rent: Rent is due by the <u>1st</u> day of the month. Rent may be paid in any of the forms checked here: <input checked="" type="checkbox"/> Check <input checked="" type="checkbox"/> Cash <input checked="" type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> ACH or <input checked="" type="checkbox"/> EFT. c. Late Date and Additional Rent for Late Payment: Rent paid after <u>11:59</u> P.m. on the <u>1</u> day of the month shall be late and must include additional rent of <u>10% of monthly rent</u> ("Additional Rent for Late Payment"). d. Credit Card: If rent is paid by Credit Card rent must include a credit card convenience fee of <u>2.99%</u> include debit cards echeck. e. Service Charge: Tenant shall immediately pay Landlord a service charge of \$ <u>25.00</u> ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.	
4. Security Deposit. a. Tenant shall pay <u>Trans World Real Estate services LLC</u> as "Holder" a security deposit of \$ <u>3,190.00</u> by: <input type="checkbox"/> Check <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> ACH or <input checked="" type="checkbox"/> EFT. Security deposit shall be paid not later than the Lease Start Date but not earlier than the date Landlord or Manager has presented Tenant with a copy of the Move-In Inspection. Landlord's or Manager's signature below does not constitute receipt of the security deposit. Landlord or Manager shall provide Tenant with a receipt for the security deposit once said deposit has been paid. b. Security Deposit Bank Account: The security deposit will be held in: <input checked="" type="checkbox"/> Escrow Account at <u>bank of America</u> Bank; OR <input type="checkbox"/> General Account at _____ Bank.	
5. Notice Not to Renew Lease. A party electing not to renew the Lease shall be required to provide <u>30</u> days notice of the same to the other party even when the lease becomes a month to month agreement.	
6. Re-Key Fee Paid By Tenant upon Lease Termination: \$ <u>150</u>	
7. Non-Refundable Administrative Fee Paid by Tenant: \$ <u>0</u>	
8. Pets. Tenant <input checked="" type="checkbox"/> shall or <input type="checkbox"/> shall not be allowed to keep pets on the premises. If pets are allowed a separate pet exhibit must be attached hereto and is incorporated into this Lease.	
9. Smoking. Tenant <input type="checkbox"/> shall or <input checked="" type="checkbox"/> shall not be allowed to smoke, in any form, on or in the Premises.	
10. No Subletting. No subletting of any kind including, but not limited to, nightly rental services such as AIRBNB.com, or home exchange services such as HomeExchange.com.	
11. Utilities. Utilities provided by Landlord: <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Gas <input type="checkbox"/> Electricity <input checked="" type="checkbox"/> Trash Pickup <input type="checkbox"/> Cable <input type="checkbox"/> None <input checked="" type="checkbox"/> Other: <u>Lawn care</u>	

12. Tenant's Option to Terminate Lease Early. Tenant ☐ shall **OR** ☒ shall not have the right to terminate this Lease early. If Tenant has a right to terminate the Lease prior to the Lease End Date, Tenant shall pay Landlord the lesser of 35% of the sum of the rental payments remaining during the current lease term or the sum of the charges in 12(c) and 12(d). below. If Tenant has the right to terminate the Lease early, and neither 12(c) nor 12(d) below are filled out, then Tenant shall pay 35% of the sum of the rental payments remaining. These fees are a reasonable pre-estimate of Landlord's and Manager's additional expenses for the unanticipated vacancy, turnkey expenses and re-letting costs.

- ☐ a. Give Landlord no less than _____ days prior notice of the termination.
- ☐ b. Comply in ALL respects with the requirements set out in Paragraph B.12.
- ☐ c. In addition to the rent due, pay as liquidated damages \$ _____ or _____ % of the total rent that otherwise would have been owed through the Lease End Date, not later than _____ days from the date Notice to Terminate is received.
- ☐ d. Pay an Early Lease Termination Administrative Fee of \$ _____, not later than _____ days from the date Notice to Terminate is received.

13. Landlord's Option to Terminate Lease Early. Landlord ☐ shall **OR** ☒ shall not have the right to terminate the Lease early. If Landlord has the right to terminate the Lease prior to the Lease End Date, Landlord shall give Tenant _____ days notice of such termination at which time Tenant shall be obligated to vacate the Premises. After Tenant has vacated the Premises, Landlord shall credit Tenant with the sum of \$ _____ ("Early Termination Fee to Tenant") which shall first be applied against any monies owing from Tenant to Landlord with the balance thereafter being paid to Tenant by Landlord. If this Lease is terminated due to a default by the Tenant or destruction of the Premises, then this early termination section shall not apply.

14. Holding Over Rate. The daily rate for holding over beyond the expiration or termination of the Lease is \$ 215.00.

15. Fee to Prepare Lease Amendment: \$ 0.00

16. Use: Only the following people are authorized to occupy the Premises: John Eslick, Miranda Eslick, Liam Eslick, Emma Eslick

17. Appliances provided by Landlord:

- | | | | | | |
|--|--|---|---|--|---------------------------------------|
| <input type="checkbox"/> Compactor | <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Washer | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Electric | <input checked="" type="checkbox"/> Oven | <input type="checkbox"/> Built-in | <input type="checkbox"/> Wine/Drink Cooler | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Disposal | <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input checked="" type="checkbox"/> Free-standing | <input type="checkbox"/> Venthood | <input type="checkbox"/> Other: _____ |
| | | <input checked="" type="checkbox"/> Gas | <input checked="" type="checkbox"/> Refrigerator | | <input type="checkbox"/> Other: _____ |

18. Lawn & Exterior Maintenance. ☐ Tenant **OR** ☒ Landlord shall maintain the lawn and perform exterior maintenance as described elsewhere herein.

19. Pest Control. Pest Control, as specified elsewhere in the Lease, shall be the responsibility of and paid for by:
☒ Tenant **OR** ☐ Landlord.

20. Propensity of Flooding. The Premises ☐ have **OR** ☒ have not flooded at least three (3) times within the past five (5) years.

21. Lead Based Paint. The Premises ☒ were (attach F918 Lead-Based Paint Exhibit) **OR** ☐ were not built prior to 1978.
Tenant ☒ has **OR** ☐ has not received a copy of the **Lead-Based Paint Pamphlet (CB04)**.

22. Other Liquidated Damages Paid By Tenant.

- a. **Fee to Halt Dispossession Action:** The fee paid by Tenant to halt dispossession actions in certain situations as set forth elsewhere herein shall be \$ 250.00 ("Fee to Halt Dispossession Action") plus an Administrative Fee of \$ 100.00 per occurrence.
- b. **Denial of Access Charge:** Tenant agrees to pay \$ 100.00 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.
- c. **Unauthorized Pet Charge:** \$ 500.00 per incident. Every day the violation occurs shall be deemed a separate incident.
- d. **Unauthorized smoking within the Premises charge:** \$ 1,000.00
- e. **Utility Disconnection Charge for un-authorized disconnection of utility service:** \$ 200.00

23. Renewal.

- a. **Term:** The Lease ☐ shall automatically renew in NA month increments (each of which shall be referred to as a "Renewal Term") or ☒ shall renew on a month to month basis with all other terms and conditions of the Lease remaining the same including, but not limited to, the number of days notice required to terminate the Lease. If the month to month option is selected, then the language below regarding the "Automatic Renewal" of the Lease shall not be applicable or part of this Lease.
- b. **Automatic Renewal:** Upon the first day of the calendar month following the initial Lease End Date, and every twelve (12) months thereafter, the rent will automatically increase NA % over the immediately preceding rental rate. Landlord shall have the right to increase the rent above this amount upon notice being given to Tenant at least ninety (90) days prior to the end of the then applicable Lease Term or Renewal Term. Upon the receipt of such notice, Tenant shall have thirty (30) days thereafter to notify Landlord of Tenant's decision either to: (1) terminate the Lease effective upon the end of the current term of the Lease; or (2) accept the increase in the rent above the amount set forth elsewhere in the Lease. If Tenant fails to timely respond to the notice of rent increase above the increase set forth elsewhere herein, then Tenant shall be deemed to have accepted the increase in rent for the subsequent Renewal Term. After the expiration of NA Renewal Terms, the Lease shall automatically become a month-to-month Lease if not otherwise terminated. All other terms and conditions of this Lease, including the notice provisions, shall remain the same and in full force and in effect.

24. Brokerage Relationships in this Transaction:

a. **Leasing Broker is** NA **and is:**

- (1) working with Tenant as a ☐ client or ☐ customer.
(2) ☐ acting as a dual agent representing Landlord and Tenant.
(3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Tenant.

b. **Listing Broker is** Trans World Real Estate Service, LLC **and is:**

- (1) working with Landlord as a ☒ client or ☐ customer.
(2) ☐ acting as a dual agent representing Tenant and Landlord.
(3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Landlord.

25. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships:

N/A

26. Disclosure of Ownership and Agents.

a. **Owner Disclosure:** The name and address of the Owner of record of the Premises or the person authorized to act for and on behalf of the Owner for the purpose of serving of process and receiving demands and notices is as follows:

N/A

b. **Manager Disclosure:** The name and address of the person authorized to manage the Premises and Property is as follows:

Brokerage Firm: TRANSWORLD REAL ESTATE SERVICES LLC (hereinafter "Manager").

Address of Brokerage Firm: 1770 Indian Trail Rd Suite 160, Norcross, GA 30093

Contact Person: GEORGE YAN

Phone Number: (678) 371-6043

Tenant(s) Initials

GE
90b2980

Landlord(s) Initials

ZS
b24bf5e

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. **Agreement to Lease.** The parties agree to enter into this Lease for the Premises which may be further described in Exhibit "A". The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (a) all rules, regulations and covenants applicable thereto; and (b) the common areas being reduced, modified, altered or being made subject to further use restrictions adopted by Landlord, in its sole discretion, or any community association responsible for the same. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.

2. **Term and Possession.** If Landlord is unable to deliver possession of Premises on the Start Date, rent shall be abated on a daily basis until possession is granted. Neither Owner, Landlord or Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.

3. **Rent.** Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing). If the Lease Start Date or the Lease End Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. Rent not paid in full by the Due Date shall be late. Landlord may, but shall have no obligation to accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

4. **Security Deposit.**

a. **Move-In:** Prior to Tenant tendering a Security Deposit, Landlord shall provide Tenant with a comprehensive list of any existing damages to Premises. Prior to taking occupancy, Tenant will be given the right to inspect Premises to ascertain the accuracy of the form. Both Landlord and Tenant shall sign the form and Tenant shall be entitled to retain a copy of the form. Tenant acknowledges that Tenant has carefully inspected the Premises, is familiar with the same and that the Premises are in a good and habitable condition.

b. **Deposit of Same:** Holder shall deposit the Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the property, the Security Deposit may be deposited in a general account, and it will not be segregated and will be co-mingled with other funds of Holder.

[NOTE: If Landlord or Landlord's spouse or minor children own more than ten (10) rental units, if Landlord is not a natural person or if Landlord is a real estate licensee or if the management, including rent collection, is performed by third persons, natural or otherwise, for a fee, the Security Deposit must be deposited into an escrow account.]

All interest earned on the above-referenced account shall belong to the Holder. Holder shall have the right to change the bank in which the Security Deposit is held upon notice to Landlord and Tenant, provided that the type of account remains the same. Landlord shall have the right upon fourteen (14) days prior notice to Holder and Tenant to change the Holder of the Security Deposit and / or the bank account into which the Security Deposit is deposited; provided that the new Holder designated by Landlord is a licensed Georgia real estate broker and the bank account into which the Security Deposit is deposited into is an escrow/trust account.

- c. Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Agreement of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.
- d. Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Agreement or the surrender of Premises by Tenant, whichever occurs last (hereinafter "Due Date"); provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises or the Property except for normal wear and tear or damage noted at the commencement of the Lease in the Move-In, Move-Out Condition Report (F910 or F911) signed by Landlord and Tenant; and (6) all keys to the Premises and to recreational or other facilities, access cards, gate openers and garage openers have been returned to Landlord or Manager.
- e. Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property caused by Tenant, Tenant's household or their invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, utility charges or pet fees; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; (5) late fees and any other unpaid fees, costs and charges referenced herein.
- f. Move-Out Statement:** Holder shall provide Tenant with a statement ("Move-Out Statement") listing the exact reasons for the retention of the Security Deposit or for any deductions there from. If the reason for the retention is based upon damage to Premises, such damages shall be specifically listed in the Move-Out Statement. The Move-Out Statement shall be prepared within three (3) banking days after the termination of occupancy. If Tenant terminates occupancy without notifying the Holder, Holder may make a final inspection within a reasonable time after discovering the termination of occupancy. Tenant shall have the right to inspect Premises within five (5) banking days after the termination of occupancy in order to ascertain the accuracy of the Move-Out Statement. If Tenant agrees with the Move-Out Statement, Tenant shall sign the same. If Tenant refuses to sign the Move-Out Statement, Tenant shall specify in writing, the items on the Move-Out Statement with which Tenant disagrees within three (3) banking days. For all purposes herein, a banking day shall not include Saturday, Sunday or federal holidays.
- g. Delivery of Move-Out Statement:** Holder shall send the Move-Out Statement, along with the balance, if any, of the Security Deposit, to Tenant on or before it is due under state law. The Move-Out Statement shall either be delivered personally to Tenant or mailed to the last known address of Tenant via first class mail. If the letter containing the payment is returned to Holder undelivered and if Holder is unable to locate Tenant after a reasonable effort, the payment shall become the property of Landlord ninety (90) days after the date the payment was mailed.
- h. Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

5. Notices.

- a. Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.
- b. Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- c. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- d. When Broker Is Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or e-mail address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein) even if it is not opened by the recipient.

6. Re-Key Fee. Upon vacating the Premises Tenant agrees to pay the fee to rekey the locks set forth elsewhere herein either upon the termination of the Lease or to replace any mailbox keys or access cards not returned by Tenant at move out.

7. Administrative Fee. Prior to the commencement of occupancy, Tenant shall pay Holder the non-refundable Administrative Fee set forth elsewhere herein to offset Holder's time and expenses related to performing the move-in and move-out inspections required under Georgia law in order to accurately document Premise's condition when Tenant takes possession of Premises and returns possession to Landlord which helps protect Tenant from unwarranted deductions from Tenant's security deposit upon vacating Premises.

8. **Pets.** No pets are allowed or shall be kept in the Premises or on the Property unless a separate pet exhibit is attached to and incorporated into this Lease.
9. **No Smoking.** Unless specifically authorized in this Agreement, Premises shall be a smoke free zone and smoking shall not be permitted therein. This includes electronic cigarettes and vaping.
10. **No Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Tenant is specifically prohibited from offering all or part of the Premises for short-term rental such as through AirBnB, VRBO, or other such sites or programs, regardless of any local laws that may be or have been enacted. Any advertising or on-line postings as well as actual rentals of the Premises to vacation or short-term guests shall constitute a material breach of this Agreement for which Tenant shall not be given an opportunity to cure. Any person who is not a Tenant, as defined herein, who occupies any portion of the Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is NOT a guest, and such occupancy constitutes unauthorized subletting or assignment which is a substantial and material breach of this Agreement.
11. **Utilities.** Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the completion of the Move-Out Inspection. In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.
12. **Tenant's Option to Terminate Early.**
- a. **Right to Terminate Early:** Tenant shall have the right to terminate this Lease early only if Tenant has expressly been given the right to terminate the Lease early as provided elsewhere herein, Tenant is not in default hereunder at the time of giving notice, Tenant has strictly complied with all of the provisions of this paragraph, Tenant continues to pay rent on time and in full for the months prior to the Termination Date, Tenant pays any additional fees due per this section on time as set out in the Primary Terms section, and termination is as of the last day of a calendar month. If all of these conditions have been met, Tenant may terminate this Lease by following the procedures set forth elsewhere herein and returning the Premises in a clean and rent ready condition, ordinary wear and tear excepted. To be effective, any notice for early termination must be signed by all Tenants. Tenant's election of early termination shall not relieve Tenant of responsibilities and obligations regarding damage to Premises and/or Property. Tenant may not apply the security deposit toward the payment of any of Tenant's financial obligations set forth herein.
 - b. **Military Activation:** Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty in the military during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; then and in that event, this Lease shall be controlled by the Service Members' Civil Relief Act of 2003 as amended in 50 U.S.C.A. § 50-534 and O.C.G.A. § 44-7-22.
 - c. **Active Military:** If Tenant is on active duty with the United States military and Tenant or an immediate family member of Tenant occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed: (1) thirty (30) days rent after Tenant gives notice under this section; and (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant. If Tenant is active duty military and presents to Landlord a copy of official orders of transfer to another military location, then and in that event, Tenant shall be required to give Landlord the notice to terminate early set forth elsewhere herein but shall have no obligation to pay an Early Lease Termination Administrative Fee or additional rent other than for thirty (30) days after Tenant gives notice under this section in accordance with O.C.G.A. § 44-7-22.
 - d. **Victim of Domestic Abuse:** Notwithstanding any provision to the contrary contained herein, if Tenant receives a "Civil family violence order" or a "Criminal family violence order" as defined in O.C.G.A. § 44-7-23, and Tenant provides Landlord with a copy of said order, then and in that event, Tenant shall be required to give Landlord the notice to terminate early set forth elsewhere herein but shall have no obligation to pay an Early Lease Termination Administrative Fee or additional rent other than for thirty (30) days after Tenant gives notice under this section.
13. **Landlord's Option to Terminate Early.** If Landlord had a right to terminate the Lease early, Landlord may terminate the Lease prior to the Lease expiration date and in such event Tenant agrees to vacate the Premises subject to the following:
- a. Landlord shall give Tenant written notice of the early termination and to vacate (in which case Tenant shall still owe rent through the notice period); and
 - b. After Tenant has vacated the Premises, Landlord shall credit to Tenant the Early Termination Fee to Tenant as liquidated damages for disturbing Tenant's quiet enjoyment of the Premises and for the inconvenience of moving early. This credit will be applied to the Tenant account at the time the Tenant vacates the Premises and shall be included with any applicable security deposit refund. The foregoing shall not relieve the Tenant of his or her responsibilities and obligations regarding any damage to the property. Notwithstanding any provision to the contrary contained herein, Landlord shall owe no early termination fee to Tenant if Landlord's early termination is due to a default under the Lease by the Tenant or the Premises becoming uninhabitable due to an event of destruction as set forth in Section C(7) of this Lease.
14. **Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Agreement, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same. The increased rent during such holding over is intended to partially compensate Landlord for losses, damages, and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant or to sell the Property. If Landlord loses a prospective tenant or buyer because Tenant fails to vacate the Property upon the expiration of the Lease, Tenant will be liable for such monetary damages as Landlord can prove because of Tenant's wrongful failure to vacate.
15. **Fee to Prepare Lease Amendment.** Should Tenant request and Landlord consent to modifying the Lease, Tenant agrees to pay Manager the Fee to Prepare Lease Amendment set forth elsewhere herein.

- 16. Use.** Premises shall be used for residential purposes only and shall be occupied only by those persons listed in this Agreement. Premises and Property shall be used by Tenant and Tenant shall cause all occupants of the Premises and their guests, invitees, licensees and contractors of Tenant to use the Premises and Property in accordance with all federal, state, county, and municipal laws and ordinances. A "guest" shall be defined as anyone who visits the Property for no longer than fourteen (14) consecutive days or twenty-eight (28) non-consecutive days in any twelve (12) month period. Any adult that resided in the Property for more than fourteen (14) consecutive days or twenty-eight (28) non-consecutive days in any twelve (12) month period shall be an unauthorized occupant in violation of this paragraph unless such adult undergoes Landlord's application process and is added to this Lease by mutual agreement. Tenant agrees that any violation or noncompliance of the above resulting in fines, sanctions or penalties being imposed against Landlord or Manager shall be the financial responsibility of and immediately paid by the Tenant to Landlord as Additional Rent. Tenant shall be responsible for ensuring that Tenant, all occupants of the Premises and their respective invitees, licensees, contractors and guests comply with the Rules and Regulations set forth below and not engage in any activity while on Property or in Premises that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicted for any unlawful activity occurring on Property or for a felony occurring off of the Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may, but shall not be obligated to, terminate this Lease upon notice to Tenant. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.
- 17. Appliances.** Only the appliances described elsewhere herein are provided by Landlord as part of this Agreement and included in this Lease. Tenant acknowledges that Tenant has inspected these appliances and that the same are in good working order and repair.
- 18. Lawn and Exterior Maintenance.** The party maintaining the lawn shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and fall leaf season) and shall keep the Premises, including the yard, lot, grounds, walkways and driveway clean and free of rubbish, trash and debris. Landlord shall be responsible for any other maintenance of the Premises or the Property required under O.C.G.A. 44-7-13.
- 19. Pest Control.** Landlord will be responsible for termite and rodent control. The term "pest control" herein means addressing any problems in the Premises with ants, cockroaches, spiders and other insects and preventing the infestation thereof and the party responsible for the same is set forth elsewhere herein). Tenant shall be responsible for the immediate treatment of any bed bugs in the Premises by a licensed Georgia pest control operator and the immediate and permanent removal from the Premises of any mattresses, bedding, clothing and other similar items that may contain bed bugs or bed bug larvae.
- 20. Propensity for Flooding.** When the owner of real property, either directly or through an agent, seeks to lease or rent that property for residential occupancy, prior to entering a written agreement for the leasehold of that property, the owner shall, either directly or through an agent, notify the prospective tenant in writing of the property's propensity of flooding if flooding has damaged any portion of the living space covered by the lease or attachments thereto to which the tenant or the tenant's resident relative has sole and exclusive use under the written agreement at least three times during the five-year period immediately preceding the date of the lease. This disclosure set forth elsewhere herein is to fulfill that requirement.
- 21. Lead-Based Paint.** For any Premises built prior to 1978, Tenant acknowledges that Tenant has received and read the Lead-Based Paint Pamphlet (CB04) and signed the Lead-Based Paint Exhibit (F918) attached hereto and incorporated herein by reference. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA's Renovate Right brochure (<http://www.epa.gov/lead/pubs/renovaterightbrochure.com>).
- 22. Other Liquidated Damages Paid by Tenant.** It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.
- a. Amount Paid to Terminate Lease Early:** If the parties have agreed elsewhere herein, Tenant shall have the right to terminate this Lease early by paying amounts set forth in Section A.12 as liquidated damages.
- b. Fee to Halt Dispossession Action:** Landlord can file a dispossession action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossession action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossession Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossession action.
- c. Denial of Access, Right of Access, Signage:** Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure keys, jewelry, prescription drugs and other valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein. Visitors may take photos and capture video of Premises to help them remember the specifics of that property. It is a convenient way for them to review the properties they are considering to purchase or lease. In addition, they may share it with other decisionmakers who are unable to attend the showing. There is also the possibility that an agent may be asked to take additional photos or capture a video walkthrough of the Premises on behalf of a visitor. Tenants are advised that any visible personal property which may be in the property may be photographed or contained within a video, and Tenants should take any precautions they deem necessary.

- d. Unauthorized Pet Charge:** Except for those Pets authorized by a Pet Addendum attached to this lease (if applicable), no other animals are authorized to be within the Premises. This includes, but is not limited to, animals which belong to guests or animals which are only staying temporarily. Should Landlord or Manager ever witness an unauthorized animal within the Premises, Tenant agrees to pay Landlord the Unauthorized Pet Charge as liquidated damages in the amount set forth elsewhere herein for each occasion where Landlord/Manager observed the unauthorized animal.
- e. Unauthorized Smoking within Premises:** Many people are very sensitive to the smell of smoke whether cigarette, cigar, or any other substances and removing smoke odor is costly. If Tenant is NOT authorized to smoke within the Premises as set forth elsewhere herein and Landlord or Manager note that smoking has occurred within the Premises, Tenant agrees to pay Landlord the Unauthorized Smoking within the Premises charge as described elsewhere herein.
- f. Utility Connection Charge:** In order for Landlord or Manager to perform an accurate Move-Out Condition Report (F910 or F912), utilities to the Premises need to be on. Should Tenant disconnect the utilities prior to the completion of the Move-Out Condition Report (F910 or F912), thereby interfering with Landlord's ability to perform a complete review of the Premises' condition, Tenant agrees to pay to Landlord the Utility Disconnect Fee as liquidated damages as set forth elsewhere herein.

23. Renewal Term. Either party may terminate this Lease at the end of the term by giving the other party the Notice Not to Renew Lease Term. If neither party gives the required notice, the Lease will automatically renew as described elsewhere herein. If the Renewal Term paragraph calls for a percentage increase in the rental rate the rental charge for any Renewal Term shall be rounded up to the next \$5.00 increment. All other terms of the existing Lease shall remain the same. The additional term shall begin on the first day following the end of the preceding term unless either party gives notice to the other prior to end of the then current term of that party's decision to terminate the Lease at the end of the current term. If this Lease has not been terminated during the final renewal term, this Lease will continue on a month to month basis until the same is terminated in accordance with Georgia Law.

24. Agency and Brokerage.

- a. Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.
- b. Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

25. Material Relationship Disclosure. For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.

26. Disclosure of Ownership and Agents. At or before the commencement of a tenancy, the Landlord or an agent or other person authorized to enter into a rental agreement on behalf of the Landlord shall disclose to Tenant in writing the names and addresses of the following persons:

- a. Owner.** The owner of record of the Premises or a person authorized to act for and on behalf of the owner for the purposes of serving of process and receiving and receipting for demands and notice; and (b) The person authorized to manage the Premises. These Parties are named in the Owner Disclosure and Manager Disclosure Paragraph of this Agreement. In the event of a change in any of the names and addresses required to be contained in such statement, the Landlord shall advise Tenant of the change within thirty (30) days after the change either in writing or by posting a notice of the change in a conspicuous place on the Property.
- b. Manager.** If no Manager is identified in the Manager Disclosure Paragraph above, the Owner shall be deemed to be self-managing the Premises and shall be deemed the Landlord for all purposes herein. If a Manager is identified in Manager Paragraph above as the Manager hereunder, Manager is authorized to manage the Premises on behalf of the Landlord and exercise any and all of the rights and powers granted in this Agreement to Landlord. In such event, Tenant shall communicate with Landlord through the Manager and rely on the notices and communications of Manager as having been fully authorized by Landlord. Manager shall have no rights, duties, obligations or liabilities greater than what is set forth in the Management Agreement between Owner and Manager, a copy of which is incorporated herein by reference. No real estate broker or the broker's affiliated licensees shall be deemed to be responsible for any aspect of managing the Property unless the Broker is identified as the Manager herein and has agreed to serve in that capacity. Any Broker serving as the Manager shall have the authority to either execute this Lease on behalf of Landlord as Landlord's managing agent or to execute this Lease as Manager itself if so authorized by Owner. It shall be presumed that any Manager executing this Lease as a Landlord or as the agent of the Landlord has the authority to do so.

C. OTHER TERMS AND CONDITIONS

1. Default.

- a. Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
 - (1) Tenant fails to abide by any of the terms and conditions of this Lease.
 - (2) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
 - (3) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
 - (4) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
 - (5) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises without the consent of Landlord.

b. **Effect of Default:** Except as provided herein, if Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to immediately terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

2. Tenant's Responsibilities.

- a. **Repairs and Maintenance:** Tenant has inspected Premises and acknowledges that it is in good condition, free of defects and fit for residential occupancy. Tenant shall promptly notify Landlord of any dangerous condition or need for maintenance existing in Premises or on the Property. Upon receipt of notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair the following: (1) all defects in Premises or Property which create unsafe living conditions or render Premises untenable; and (2) to the extent required by state law, such other defects which, if not corrected, will leave Premises or Property in a state of disrepair. Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary and clean condition free of trash and debris. All of Tenant's trash shall be kept in designated trash containers and removed from the Premises at least once each week. Tenant obligation to maintain the Premises includes, but not limited to, replacing any light bulbs which fail during the Lease Term and regularly changing HVAC filters. Tenant shall be responsible for any clogged plumbing within the Premises. Landlord shall be responsible for all other plumbing issues between the Premises and the street or the Premises and the septic tank or in any plumbing line outside of the Premises which exclusively serves the Premises. Tenant shall be responsible for any damages to the Premises and/or Property caused by Tenant's abuse or neglect of the Premises/Property. Any expenses incurred by Landlord to remedy any violations of this provision shall be paid by Tenant to Landlord as additional rent within fourteen (14) days of the receipt of an invoice from Landlord. If Tenant submits a service request or repair request to Landlord, and the contractor responding to this request on behalf of Landlord determines that the item is working correctly, Tenant agrees to reimburse Landlord for the amount for the contractor's invoice.
- b. **Smoke Detector and/or Carbon Monoxide Detector:** Tenant acknowledges that Premises is equipped with a smoke detector(s) and may be equipped with a carbon monoxide detector that is/are in good working order and repair. Tenant agrees to be solely responsible to check the detectors every thirty (30) days, to replace batteries in any detectors as needed, and to notify Landlord immediately if any detector is not functioning properly.
- c. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.
- d. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Tenant acknowledges having read the "A Brief Guide to Mold, Moisture in Your Home" found at www.epa.gov and shall follow the recommendations contained therein.
- e. **Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the property Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
- f. **Premises Part of Community Association:** If the Premises or a part of the Property are subject to a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"), Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

3. Rules and Regulations. Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.

- a. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of the Premises without prior written permission of Landlord which permission shall not be unreasonably withheld; provided that, Tenant provides Landlord with a key or current code thereto, as the case may be, and uses a type and make of lock approved by Landlord.
- b. Motor vehicles shall only be parked on the paved portions of the Premises and the Property intended for use as parking spaces and whose use is not reserved to others.
- c. Motor vehicles with expired or missing license plates, non-operative vehicles and vehicles which drip oil or antifreeze shall not be parked or kept on the Premises or the Property.
- d. No waterbeds shall be used on the Premises or Property without the prior written consent of the Landlord.
- e. Tenant shall not shower in a shower which does not have a fully operational shower curtain or shower enclosure.
- f. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord.
- g. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on the Premises or Property.
- h. Tenant shall only skateboard, skate, rollerblade or bicycle on paved portions of the Premises or Property and while wearing proper safety equipment.
- i. Tenant shall be prohibited from improving, altering or modifying the Premises or Property (including painting and landscaping) during the term of this Agreement without the prior written consent of the Landlord. Any improvements, alterations or modifications approved by Landlord shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value of the same. Landlord shall have the right but not the obligation to condition the approval of requested modifications on Tenant removing the same prior to the end of the Lease Term and restoring the affected area to a condition equal to or better than it was prior to the modification.

- j. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Landlord. No sheets, blankets, towels, cardboard, newspaper or other make-shift temporary window treatments shall be used on the Premises or Property.
 - k. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
 - l. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of the Premises or Property.
 - m. Tenant shall not engage in any behavior in the Premises or on the Property, including, but not limited to, yelling, screaming, playing loud music, playing the television at an excessive volume that unreasonably disturbs other tenants in the sole, reasonable opinion of Landlord constitutes a nuisance.
 - n. All appliances, equipment and systems on or serving the Premises shall only be used in accordance with the manufacturer's operating instructions.
 - o. Tenant shall not flush down a toilet any sanitary napkins, paper towels, diapers or other item not intended to be disposed of in a toilet.
 - p. The Premises shall only be used for residential purposes. No trade or business uses shall be permitted except with the prior written consent of Landlord and provided that such use is permitted under applicable zoning laws.
 - q. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.
 - r. Tenant shall not use the Premises or any portion of Landlord's property outside of the Premises for any use or purpose that constitutes a nuisance or attractive nuisance, as determined in the reasonable discretion of Landlord, or materially increases the potential liability or risk of claims against Landlord or Landlord's agents, including, but not limited to, placing a trampoline or aboveground swimming pool on the Premises or on Landlord's property outside of the Premises without the prior written permission of Landlord (excluding a baby pool; provided, that the same is emptied of water at all times when an adult is not present at the baby pool).
4. **Personal Property Loss and Personal Injury; Statute of Limitations.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. If the Property Damage Liability Exhibit (F923) is attached hereto, then the provisions of the Property Damage Liability Exhibit shall apply to this Agreement. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the same. Landlord shall have no responsibility or liability for Tenant's personal property. Any and all claims of Tenant and other occupying the Premises pursuant to the Lease for property damage and/or personal injury sounding in breach of contract and/or tort shall be brought within one (1) year of the date of the damage and/or injury or shall be extinguished.
5. **Disclaimer.**
- a. **General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.
 - b. **Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.
 - c. **Neighborhood Conditions:** Tenant acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. It shall be Tenant's duty to become acquainted with any present or future neighborhood conditions which could affect the Premises or Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Premises and Property, political jurisdictional maps and land use and transportation maps and plan. If Tenant is concerned about the possibility of a registered sex offender residing in a neighborhood, or if Meth is known to have been manufactured in the house, in which Tenant is interested, Tenant should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov and the National Clandestine Laboratory Register – Georgia at www.dea.gov.
 - d. **Radon Disclaimer:** Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Georgia. Additional information regarding radon and radon testing may be obtained from your county health department. Landlord and Manager make no representation to Tenant about the level of radon gas, if any, in Premises. Information about radon can be reviewed by Tenant at www.epa.gov/radon.

6. Miscellaneous.

- a. Time of Essence:** Time is of the essence of this Lease.
- b. No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- c. Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- d. Joint and Several Obligations:** The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.
- e. Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- f. Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
- g. Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
- h. Corrections:** Tenant will fully cooperate if correction or adjustment of any portion of this Lease is necessary due to any clerical errors, and Tenant will approve, sign, and comply with such additional documents as are necessary to correct such errors. Any such clerical error will not void or otherwise invalidate this Lease.
- i. Keys:** Landlord may release keys to or open the Premises to any of the occupants listed herein.
- j. Waiver of Homestead Rights:** Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.
- k. Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
- l. Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
- m. Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- n. Rental Application:** Only those people indicated on Tenant's rental application are permitted to reside at the Premises, with the exception of any minor children born to, or adopted by, Tenant. If it is later discovered that the information disclosed on rental application by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies regarding said default.
- o. Fair Housing Disclosure:** Landlord, Broker and Manager are committed to leasing and managing the Premises without regard to race, color, national origin, religion, handicap, familial status, sex, sexual orientation or gender identity.
- p. Georgia Landlord Tenant Handbook:** Tenants are encouraged to obtain and review the Georgia Landlord Tenant Handbook which is available at www.dca.ga.gov.

- 7. Destruction of Property/Premises.** If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage it as to make it be uninhabitable) Tenant's damages shall be liquidated and limited to an abatement of rent from the date of such destruction until the Premises are habitable again, it being agreed that the same is a reasonable pre-estimate of Tenant's actual damages and is not a penalty. Notwithstanding the above, if the Premises cannot be made habitable within thirty (30) days of such destruction, or if Landlord notifies Tenant in writing that the Premises cannot be made habitable within this timeframe, then either Landlord or Tenant may terminate this Lease, upon notice to the other party. Such notice of termination must be given within fourteen (14) days from the earlier of either the Landlord not timely making the Premises habitable or notice being given by Landlord to Tenant that the Premises will not be able to be made habitable within thirty (30) days from the destruction of the Premises. If such notice of termination is not timely given, then the parties' right to terminate due to the destruction of the Premises shall be waived, and Tenant shall reoccupy the Premises upon receipt of notice from Landlord that the Premises are now habitable. If Premises are damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests.
- 8. Mortgagee's Rights.** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.
- 9. GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- 10. Additional Rules & Regulations.** In addition to the rules and regulations generally listed in this Agreement, the following additional rules also apply:
-
-
- 11. Beware of Cyber Fraud:** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.
- 12. Exhibits.** All exhibits attached hereto listed and selected below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:
- ☐ Legal Description Exhibit (F807 or other) "_____"
 - ☐ Owner's Property Disclosure Statement Exhibit (F907) "_____"
 - ☒ Move In/Move Out Condition Report (F910) " F "
 - ☐ Move-In Inspection Report (F911) "_____"
 - ☒ Lead-Based Paint Exhibit (F918) " A "
 - ☒ Pet Exhibit (F810) " C "
 - ☐ Consent to Take Pictures and Video of Property Exhibit (F919) "_____"
 - ☒ Required Renter's Insurance Exhibit (F920) " D "
 - ☐ Pool on Property Exhibit (F921) "_____"
 - ☐ Property Damage Liability Exhibit (F923) "_____"
 - ☒ Other Security deposit exhibits B
 - ☒ Other Move out procedure exhibits E
 - ☒ Other Lease addendum - Exhibit "G"

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

Additional Special Stipulations (F246) are attached.

Security deposit exhibits B

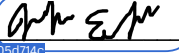
Move out procedure exhibits E

1. In case tenants notice water bill is abnormally high, tenant shall notify property manager immediately. Meantime, tenant shall be responsible for all utility bills
2. If tenant decides to use filtered water from refrigerator, tenant shall be solely responsible for changing water filter inside refrigerator.
3. All toilet clogs occurred after 90 days after move-in, tenant shall be solely responsible for the repairs.
4. In event online payment is returned/rejected/bounced, tenant must contact property manager to arrange re submit such payment in certified check within 24 hours. Payments received after 24 hours may subject to late fees or other additional fees.
5. Tenant shall have all utilities setup prior to move in inspection day. Confirmations must be sent to property manager in order to receive the keys.
6. Tenant shall provide evidence of renter insurance to property manager on or before move in inspection day. Declaration page must show landlord and property management company as covered parties.
7. Tenant shall pay \$3,190.00 upon signing the lease. Such said fee shall become tenant's security deposit when tenant moves in. In event tenant decides not to move in for any reasons, \$3,190.00 shall pay to landlord. If no payment is received from tenant within 24 hours, this lease agreement shall be void
8. Tenant shall pay January 2025 rent of \$1,955.10 (Jan 13-31, 2025), on or before move in inspection day.

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

1 Tenant's Signature



John Eslick
Print or Type Name

11/18/2024
Date

Tenant's Address for Receiving Notice

Tenant's Phone Number: ☐ Cell ☐ Home ☐ Work

Tenant's E-mail Address

1 Landlord's Signature



ATL STRATFORD SFH, LLC
Print or Type Name

11/19/2024
Date

Landlord's Address for Receiving Notice

Landlord's Phone Number: ☐ Cell ☐ Home ☐ Work

kellyshen@centrystone.com
Landlord's E-mail Address

2 Tenant's Signature

Print or Type Name

Date

Tenant's Address for Receiving Notice

Tenant's Phone Number: ☐ Cell ☐ Home ☐ Work

Tenant's E-mail Address

☐ Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

NA

Leasing Broker

Broker/Affiliated Licensee Signature

Date

Print or Type Name

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's E-mail Address

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MLS Listing Number:

MLS Office Code

Brokerage Firm License Number

2 Landlord's Signature

Print or Type Name

Date

Landlord's Address for Receiving Notice

Landlord's Phone Number: ☐ Cell ☐ Home ☐ Work

Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

Listing Broker/Affiliated Licensee Contact Information

Trans World Real Estate Service, LLC

Listing Broker: If adjacent box is checked ☐ , Listing Broker is also the Manager herein and shall have the authority to act as the agent of the Landlord hereunder.



11/19/2024

Broker/Affiliated Licensee Signature

Date

Menxin Yan
Print or Type Name

433762

GA Real Estate License #

(678) 371-6043

Licensee's Phone Number

Fax Number

georgeyan@transworldre.com

Licensee's Email Address

ARA

REALTOR® Membership

1770 Indian Trail Road Suite 160, Norcross, GA 30093
Broker's Address

(678) 691-8384

Broker's Phone Number

(470) 200-2008

Fax Number

TWRD01

MLS Office Code

H-76127

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this Lease is the date of 11/19/2024 and has been filled in by Menxin Yan.



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS IN
LEASE TRANSACTIONS
("LEAD-BASED PAINT EXHIBIT")
EXHIBIT "A"**



2024 Printing

This Exhibit pertains to that certain Property known as: 3612 N Stratford Road NE, Atlanta, Georgia 30342.

UNDER FEDERAL LAW, THIS EXHIBIT MUST BE SIGNED BY THE LANDLORD AND TENANT, AND THE TENANT PROVIDED WITH A COPY OF THE LEAD-BASED PAINT BROCHURE PRIOR TO THE TENANT AND LANDLORD ENTERING INTO A BINDING LEASE AGREEMENT. THIS AGREEMENT MUST BE FILLED OUT FOR ALL HOUSING BUILT PRIOR TO 1978.

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

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, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead paint hazard [initial (i) or (ii) below]. The section not initialed shall not be part of this Exhibit

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

☐ Check box if additional pages of explanations are attached and incorporated herein.

✓ (ii) ZS Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the landlord [initial (i) or (ii) below]:

(i) _____ Landlord has provided the Tenant with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list document below):

✓ (ii) ZS Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment [initial all applicable sections below]:

(c) _____ Tenant has received copies of all information, if any, listed above.

✓ (d) YE Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*

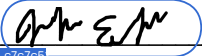
Agent's Acknowledgment (Agent who informed Seller of Seller's Obligations should initial).

(e) YM Landlord's Agent or Tenant's Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. § 4852(d) 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.

John Eslick 11/18/2024
1 Name of Tenant (Print) Date


Signature c7c7c5

ATL STRATFORD SFH, LLC 11/19/2024
1 Name of Landlord (Print) Date


Signature 288bfc6

2 Name of Tenant (Print) Date

Signature

☒ Additional Signature Page (F931) is attached.

Name of Tenant's Agent (Print) Date

Signature

Leasing Brokerage Firm

2 Name of Landlord (Print) Date

Signature

☐ Additional Signature Page (F931) is attached.

Menxin Yan 11/19/2024
Name of Landlord's Agent (Print) Date


Signature 8e159f7

Trans World Real Estate Service, LLC
Listing Brokerage Firm



TRANS WORLD
Real Estate Service LLC

EXHIBIT B

DEDUCTIONS FROM SECURITY DEPOSIT

Below is a list of typical charges for damages which will be deducted from the Tenant's Security Deposit or charged to the Tenant. Prices are estimates only and may change without notice.


Air filter change / cleaning	\$50
Appliance cleaning	\$40 per appliances
Blinds broken or bent	\$40 minimum plus labor (depending on size and quality)
Carpet cleaning	\$300 minimum
Carpet stain removal	\$40 per stain (or possible carpet replacement)
Clogged sink or toilet	\$40 minimum (plus additional plumber costs)
Dead landscaping	Actual cost of replacement, installation and fertilization
Debris left at property	\$200 per truckload
Door holes	Actual cost of new door plus labor/ installation
Door knob hole in wall	\$50 minimum
Door knob dent in wall	\$25 minimum
Door stopper broken/missing	\$10 each
Excessive nail hole/anchor hole	\$60 per hour labor/materials minimum
Flea / tick treatment	\$150
Flooring damage	Actual cost of repairing tile/vinyl/carpet (materials & labor)
Full house cleaning	\$200 minimum
Garage door dent repair	\$300 single / \$400 double minimum
Garbage cans left full	\$70
Hourly repairman charges	\$70 per hour
Lost keys / never turned back in	\$100 change lock
Lost mailbox key	\$75 if supplied by Management
Lost pool/community center key or fob	\$50-\$100 if supplied by Management
Lost garage door / gate opener	\$150 per opener or gate fob
Oil stains on garage floor / driveway	\$100 minimum
Outlet or switch plate damage	\$10 each
Paint one bedroom (11' x 10')	\$280 minimum (depending on # of coats needed)



TRANS WORLD
Real Estate Service LLC

Paint window trim	\$75 minimum
Plantation shutters	\$100 – \$700 for a single window shutter
Porcelain damage (chips)	\$20 per chip (cost of replacement if necessary)
Shelves pulling from sheetrock	\$25 per hole
Sprinkler heads broken or missing	\$20 per sprinkler head minimum
Smoke detector broken or missing	\$50 each
Touch-up painting	\$70 per wall minimum
Towel bar or shower rod broken or bent	\$25 each
Vertical blind broken	\$100 (unless a custom blind)
Yard maintenance	\$150 minimum / actual cost incurred by landscaper
Window screen replacement	\$30 each

I agree to these terms and conditions and understand that failure to maintain and repair the Premises will be my financial responsibility in accordance with this schedule.


e624b30

11/19/2024

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

This Exhibit is attached to and made a part of that certain Agreement dated 11/15/2024,
by and between ATL STRATFORD SFH, LLC (hereinafter called Owner, and including authorized
agent for Owner, if any), and John Eslick (Resident), for the premises located at:
3612 N Stratford Road NE, Atlanta, GA 30342.

OWNER AND RESIDENT AGREE AS FOLLOWS [Initial each selection as applicable. Any selection not initialed shall not be part of this Agreement]:

Resident's Initials
Owner's Initials

Resident agrees to pay an additional **refundable deposit** of \$_____ which amount is included in the total amount listed as the refundable Security Deposit. Resident agrees, at Resident's expense, to have the premises treated for fleas and ticks by a licensed pest control operator and to have all carpeting cleaned and deodorized specifically for pet odors by a professional carpet cleaning service upon termination of this agreement. Resident agrees to provide copies of the receipts for these services to Owner or Manager no later than the date and time of the move out inspection.

<u>JE</u> 2df9a8 Resident's Initials
<u>ZS</u> a643c88 Owner's Initials

Resident agrees to pay \$400.00 as a non-refundable **PET FEE** for the privilege of maintaining said pet on Owner's premises. Said nonrefundable pet fee is paid in addition to, and not in lieu of, Resident's responsibility for all damages caused by pet.

Resident's Initials
Owner's Initials

Resident agrees to pay a non-refundable **PET FEE** of \$_____. Owner will use this fee to have the property treated for fleas and ticks by a licensed pest control operator and to have all carpeting cleaned and deodorized specifically for pet odors by a professional carpet cleaning service upon termination of this agreement. However, Resident is still responsible for any damages caused by the animal that are not corrected by this carpet cleaning and pest control treatment. If any pet is found on the premises, other than the pet(s) noted above, then any penalties or liquidated damages for unauthorized pets described elsewhere in this Agreement shall apply.

Resident's Initials
Owner's Initials

****Service Animal or Emotional Support Animal**** Owner does not require a pet deposit or fee for a service animal or emotional support animal as defined by the Americans with Disabilities Act, as amended. There is no restriction regarding the Service Animal or Emotional Support Animal with respect to the animal's breed or size. However, the owner of the animal is liable for any damages caused by the animal above and beyond the normal wear and tear a human tenant might reasonably cause. This includes teeth marks on trim, carpet torn by a dog's digging, and carpet soiled by dog waste or vomit. Sec.504, Title II, Americans with Disabilities Act.

Service Animal / Emotional Support Animal Description _____

Registration # (if applicable) _____

1. Permission is hereby given for Resident's pet, described below, to be kept within subject premises. Such permission is being given with the express understanding and agreement by Resident that pet, when taken in and out of the premises, will be kept on a leash or caged and under full control at all times. Further, when walking pet, Resident will keep pet away from public places, lawns, and sidewalks of all residences in neighborhood or buildings in complex, whichever is applicable herein. Resident will be responsible for cleaning up pet droppings. Resident shall be responsible for all damage to the subject premises or grounds by reason of having a pet therein or thereon. Resident agrees that only the pet named and described below will occupy the premises. No additional or different pet is authorized under this Agreement. Owner may bill Resident for damage caused by pet, which amount shall be paid no later than with the following month's rent.

2. If, in the sole discretion of Owner or his agent, said pet becomes a nuisance, makes excessive noise, acts in a threatening manner, interferes with other tenants' quiet enjoyment of their units, or becomes a threat to public health or safety, then, at the written direction of Owner or his agent to the Resident, Resident shall, within five (5) days thereafter, remove said pet from premises or face legal remedies, including, but not limited to, termination of the Agreement to which this Exhibit applies.
3. Resident may have no more than 1 dog(s) or cat(s) or NA bird(s). No pet offspring are allowed. However, pet offspring shall be permitted to remain on the premises until said offspring are weaned from their mother. Resident must provide proof of vaccination of pet, where same is required by law, for communicable diseases prevalent in species of pet, including, but not limited to, rabies. Dogs may be no larger than NA inches tall (full-grown) and must weigh no more than 50 pounds at maturity.
4. Fish tanks may be no larger than NA gallons. Birds must be caged at all times. No other animals, reptiles, or insects are permitted, including, but not limited to, livestock or farm animals, exotic or jungle animals, pigs, skunks, ferrets, monkeys, snakes, lizards, turtles, hamsters, and gerbils.
5. Resident agrees to abide by all applicable laws, community association covenants and rules and regulations regarding the keeping of animals or pets in the areas and locale of the premises, including, but not limited to, leash laws, licensing laws, and laws regarding vaccinations and inoculations.

6. Type of Pet: Cat Breed: American short hair Name: Sheldon
Age: 11 Weight: 10 lb Color/Markings: na License #: na
Type of Pet: _____ Breed: _____ Name: _____
Age: _____ Weight: _____ Color/Markings: _____ License #: _____

Owner/Owner's Agent Initials: 

Resident's Initials: 



Move Out Instruction Exhibit - E

MOVE-OUT INSPECTION

Before you took possession, you did a move-in inspection to document the condition of the property prior to taking possession. We will do another inspection after you move out. The items that you logged on the move-in inspection will keep us from charging you for conditions that existed at the time of move in.

The time of this move out inspection will be established by you and Trans World RES property manager. The inspection will be done after you have removed **ALL** personal properties and cleaned the home.

If the property manager arrives and you are only partially out of the property, reschedule of such inspection is needed and you will be charged \$50 trip fee. Be ready at the inspection date and schedule the inspection time carefully so you can be ready.

Q: What are the maintenance charges to me if all items are not satisfactory at move-out?

A: Maintenance cleaning company will be hired to do the work and it is not cheap. You will be responsible for all the cost to get each item done.

Q: When charges for repairs are determined, can I get back in and do it myself?

A: No, according to the lease term, tenant will need to deliver possession of the property in good order and repair upon expiration of this agreement. Leaving the property clean and in ready to rent condition. Once move-out inspection is done, you will not have the chance to return inside. Do everything you want to do before the inspection.

Q: When do I get my security deposit back?

A: Security deposit check will be mailed to your new forwarding address within 30 days of your move-out inspection day.

Q: What happens if I accidentally take the garage door remotes?

A: If the remotes are missing at the move-out, we will charge you for the remotes

Q: Do I have to be present during the move-out ?

A: No, but it will be very helpful if you are present.

Q: How do I handle Utilities?

A: All utilities **MUST** be ON during the inspection.

Q: What happens if my Security Deposit is not sufficient to pay all I owe?

A: You must make arrangement to settle up your account. Unsettled accounts will be reported to CreditBureau and turned over to a collection agency.

Tenant Initial: _____


9167b59

COMMONLY ASKED QUESTIONS WHEN MOVING OUT

Q: How do I get my security deposit back?

A: Pay any outstanding balance due such as rent, late fees, bounced check charge etc. You must return the property in clean condition, free of all personal properties. Here are some guidelines:

- Clean out kitchen cabinets and drawers
- Remove all personal items throughout the house
- Clean bathrooms, tubs, shower, sinks, countertops, flooring
- All carpets shall be professionally cleaned.
- sweep out basement, garage, storage areas
- Mop all floors
- repair any damage to the house since you took possession
- Mow and trim lawn, remove hoses, grills, toys etc
- return garage door remotes, pool keys/passes/fobs
- remove all exterior trash
- return keys to the house and mailbox keys

My New forwarding Address is :

Move out inspection time is scheduled at: _____

I have read the move-out disclosure above and I fully understand if move-out inspection is rescheduled due to tenant at fault, \$50 trip fee will be charged on tenant's account.

Tenant Signature

Date

Tenant Initial: _____


e4ad562

DIFFERENCE BETWEEN NORMAL WEAR&TEAR VS. DAMAGES

	Normal Wear&Tear	Damages
Carpet	Gently worn carpets that show some worn patches but no holes or stains	Pet caused damage such as heavily stained carpets and ripped carpeting
Hardwood	Fading of flooring due to sunlight exposure	Deeply scratched hardwood floors or pieces of the hardwood missing
Tiles	Dirty grout surrounding the tiles	Broken or chipped tiles or missing tiles
Windows	Lightly scratched glass and worn, loose hardware	Broken glass, ripped screens, broken window hardware
Countertop	Scratches and light watermarks	Chipped countertops, burnt areas, and/or multiple stains
Walls	Cracks in the walls caused by settling	Holes in the walls, damage from hanging pictures
Paint	Fading paint from sunlight and minor scuffing from daily use	Paint that has been scribbled on, unauthorized paint colors

Tenant Initial:  _____



MOVE-IN/MOVE-OUT CONDITION REPORT

EXHIBIT " F "



DATE _____

2024 Printing

Address: 3612 N Stratford Road NE		Tenant: John Eslick		New Phone (Home)	
City, State, Zip: Atlanta GA 30342		Tenant:		(Work)	(Mobile)

		COMPONENT	MOVE IN	MOVE OUT	CHARGE
Exterior Grounds	Exterior	Grass	OK N/A		
		Shrubs	OK N/A		
		Trees	OK N/A		
		Mailbox	OK N/A		
		Fence	OK N/A		
		Pool/Hot tub	OK N/A		
Exterior Structure	Exterior	Siding/Brick	OK N/A		
		Paint	OK N/A		
		Windows	OK N/A		
		Doors	OK N/A		
		Ext lights	OK N/A		
		Front Porch	OK N/A		
		Back deck/Patio	OK N/A		
		Chimney	OK N/A		
		Roof	OK N/A		
		Trim/Fascia	OK N/A		
		Gutters	OK N/A		
		Screens	OK N/A		
Entry & Stairways	Entry & Stairways	Door/Locks	OK N/A		
		Flooring	OK N/A		
		Walls	OK N/A		
		Ceiling	OK N/A		
		Light/Fan	OK N/A		
		Stairwell walls	OK N/A		
		Stairway carpet	OK N/A		
		Handrail	OK N/A		
Living Room	Living Room	Carpet/Flooring	OK N/A		
		Walls/Ceiling	OK N/A		
		Woodwork	OK N/A		
		Windows/Blinds	OK N/A		
		Doors/Locks	OK N/A		
		Light fixtures	OK N/A		
		Ceiling fan	OK N/A		
		Outlets/Switches	OK N/A		
		Fireplace	OK N/A		

"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.
"N/A" - Indicates "Not Applicable"

MOVE IN: Tenant's Initials <u>JE</u>	MOVE OUT: Tenant's Initials <u>JE</u>
Manager's Initials _____	Manager's Initials _____

Dining Room

COMPONENT	MOVE IN	MOVE OUT	CHARGE
Carpet/Flooring	OK N/A		
Walls/Ceiling	OK N/A		
Woodwork	OK N/A		
Windows/Blinds	OK N/A		
Doors/Locks	OK N/A		
Light fixtures	OK N/A		
Ceiling fan	OK N/A		
Outlets/Switches	OK N/A		

Den/Family Room

Carpet/Flooring	OK N/A		
Walls/Ceiling	OK N/A		
Woodwork	OK N/A		
Windows/Blinds	OK N/A		
Doors/Locks	OK N/A		
Light fixtures	OK N/A		
Ceiling fan	OK N/A		
Outlets/Switches	OK N/A		
Fireplace	OK N/A		

Kitchen/Breakfast Room

Flooring	OK N/A		
Refrigerator	N/A Model/Color:		
Range	N/A Model/Color:		
Vent Hood	N/A Model/Color:		
Dishwasher	N/A Model/Color:		
Microwave	N/A Model/Color:		
Disposal	OK N/A		
Trash Compactor	OK N/A		
Cabinets	OK N/A		
Countertops	OK N/A		
Sink	OK N/A		
Walls/Ceiling	OK N/A		
Windows/Shades	OK N/A		
Light fixtures	OK N/A		
Ceiling fan	OK N/A		
Outlets/Switches	OK N/A		
Woodwork	OK N/A		
Pantry	OK N/A		
Doors/Locks	OK N/A		

Laundry Room

Washer	N/A Model/Color:		
Dryer	N/A Model/Color:		
Flooring	OK N/A		
Walls/Ceiling	OK N/A		
Doors/Locks	OK N/A		
Lights & switches	OK N/A		
Vent	OK N/A		
Shelving	OK N/A		


"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.
 "N/A" - Indicates "Not Applicable"

MOVE IN: Tenant's Initials



Manager's Initials

MOVE OUT: Tenant's Initials



Manager's Initials

	COMPONENT	MOVE IN	MOVE OUT	CHARGE
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		
	Fireplace	OK N/A		
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		
Bedroom	Carpet/Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Doors/Locks	OK N/A		
	Light/Ceiling fan	OK N/A		
	Closet	OK N/A		
	Outlets/Switches	OK N/A		
	Woodwork/Trim	OK N/A		

"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.


"N/A" - Indicates "Not Applicable"


MOVE IN: Tenant's Initials UK
 Manager's Initials e31b50c

MOVE OUT: Tenant's Initials UK
 Manager's Initials 70bc0d0

	COMPONENT	MOVE IN	MOVE OUT	CHARGE
Bathroom	Sink/Faucets	OK N/A		
	Vanity/Cabinets	OK N/A		
	Tub/Shower	OK N/A		
	Commode	OK N/A		
	Mirror	OK N/A		
	Towel racks	OK N/A		
	Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Closet	OK N/A		
	Lights/Switches	OK N/A		
	Exhaust Fan	OK N/A		
Bathroom	Sink/Faucets	OK N/A		
	Vanity/Cabinets	OK N/A		
	Tub/Shower	OK N/A		
	Commode	OK N/A		
	Mirror	OK N/A		
	Towel racks	OK N/A		
	Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Closet	OK N/A		
	Lights/Switches	OK N/A		
	Exhaust Fan	OK N/A		
Bathroom	Sink/Faucets	OK N/A		
	Vanity/Cabinets	OK N/A		
	Tub/Shower	OK N/A		
	Commode	OK N/A		
	Mirror	OK N/A		
	Towel racks	OK N/A		
	Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Closet	OK N/A		
	Lights/Switches	OK N/A		
	Exhaust Fan	OK N/A		
Bathroom	Sink/Faucets	OK N/A		
	Vanity/Cabinets	OK N/A		
	Tub/Shower	OK N/A		
	Commode	OK N/A		
	Mirror	OK N/A		
	Towel racks	OK N/A		
	Flooring	OK N/A		
	Walls/Ceiling	OK N/A		
	Windows/Blinds	OK N/A		
	Closet	OK N/A		
	Lights/Switches	OK N/A		
	Exhaust Fan	OK N/A		

"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.
"N/A" - Indicates "Not Applicable"

MOVE IN: Tenant's Initials 
Manager's Initials _____

MOVE OUT: Tenant's Initials 
Manager's Initials _____

Garage/
ParkingBasement/
Mechanical Systems

Misc.

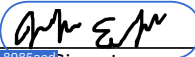
COMPONENT	MOVE IN	MOVE OUT	CHARGE
Garage Doors	OK N/A		
Openers/Remotes	OK N/A		
Windows	OK N/A		
Walls/Ceilings	OK N/A		
Floor	OK N/A		
Driveway	OK N/A		
Stairway	OK N/A		
Floors/Walls	OK N/A		
Windows/Blinds	OK N/A		
Furnace/ AC	OK N/A		
Water Heater	OK N/A		
Breaker/Fuse box	OK N/A		
Dehumidifier	OK N/A		
Smoke Detectors	OK N/A		
Alarm System	OK N/A		
Intercom	OK N/A		
Satellite Dish	OK N/A		
Sprinkler system	OK N/A		

"OK" does not mean that condition is perfect. OK means condition is consistent with normal wear and tear and does not indicate any tenant damage.

"N/A" - Indicates "Not Applicable"

NOTE TO TENANT: GEORGIA LAW REQUIRES THAT YOU ACKNOWLEDGE THE CORRECTNESS OF THE MOVE IN AND MOVE OUT INSPECTION REPORTS BY SIGNING SAME; OR, IF YOU DISAGREE, BY FILING A PROPERLY SIGNED WRITTEN STATEMENT OF DISSENT SETTING FORTH SPECIFICALLY THOSE ITEMS WITH WHICH YOU DISAGREE WITHIN THREE (3) BANKING DAYS.

MOVE-IN INSPECTION: Tenant accepts responsibility for the above described residence "AS IS" with the conditions and notations described above. Tenant shall be responsible for the maintaining the residence in its present condition. Any damage, beyond normal wear and tear, will be the responsibility of Tenant.

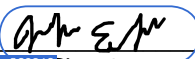
Manager's Signature _____ Date _____
 Tenant's Signature  11/18/2024
 Tenant's Signature _____ Date _____

☐ Additional Signature Page (F931) is attached.

Keys Issued Door _____ Mailbox _____ Pool _____
 Keys Returned Door _____ Mailbox _____ Pool _____

Garage Remotes Issued _____
 Garage Remotes Returned _____

MOVE OUT INSPECTION: Today's inspection notes any damage beyond normal wear and tear and determines any charges to be assessed against the Tenant.

Manager's Signature _____ Date _____
 Tenant's Signature  11/18/2024
 Tenant's Signature _____ Date _____

☐ Additional Signature Page (F931) is attached.




MOVE IN: Tenant's Initials  14ab510
 MOVE OUT: Tenant's Initials  4453476
 Manager's Initials _____ Manager's Initials _____


Exhibit F

LEASE ADDENDUM

This addendum shall be used along with Lease For Residential Commercial Property


53c4a64
tenant initial


- Move in inspection is normally scheduled 1-2 days prior to lease starting date. At the move in inspection, property manager will hand over the possession of the home to tenant. If tenant fails to show up on initial confirmed move in inspection time, tenant must reschedule it with property manager within 24 hour period. If no arrangement is made by tenant and 24 hours has passed, lease agreement shall be voided by landlord. Notice of Termination of Lease Agreement shall be sent to tenant by property manager.


1e6d4a0
tenant initial


- Security deposit and prorated rent for the month MUST be collected no later than the move in inspection date. All funds have to be in certified check. NO personal checks or cash accepted. For any reasons, tenant is unable to obtain certified check, tenant can choose to make such payment online. All online payments MUST be made three business days prior to the move in inspection date. Tenant who fails to present payment or proof of such payment has been made online at the move in inspection shall be denied the possession of the home.


b49b1ab
tenant initial


- Move in inspection can be rescheduled up to three times. After the third attempt and tenant still fails to show up, Landlord shall have right to terminate the lease by sending over Notice of Termination of Lease Agreement to tenant. Any paid security deposit and prorated rents are **NOT** refundable.


828aa37
tenant initial


- All move in inspections MUST be completed within seven days from lease starting date. In event tenant fails to perform the move in inspection within the time frame, lease agreement shall be voided by landlord. All paid security deposit and prorated rent are **NOT** refundable.


23a4e05
tenant initial

- Repairs shall be scheduled within 24 hours from move in inspection date on any appliances provided by landlord which are found not working properly.


85b9772
tenant initial

- If tenant is unable to attend the scheduled move in inspection in person, tenant may send another person on behalf of tenant to complete the move in inspection and receive the keys to the property. Tenant MUST disclose this to the property manager PRIOR to the appointment. Tenant needs to disclose the reason tenant is unable to attend and the relationship of the person who will be doing the move in inspection.


641ce74
tenant initial

- In event tenant is unable to do the move in inspection prior to the lease starting date, tenant understands the security deposit MUST be collected no later than lease starting date. Tenant shall either make online payment for the security deposit or drop off the payment in certified at the office. When tenant fails to pay security deposit within 24 hours from lease starting date, lease agreement shall be voided by landlord. Notice of Termination of Lease Agreement will be sent to tenant the following business day.



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

March 2021

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

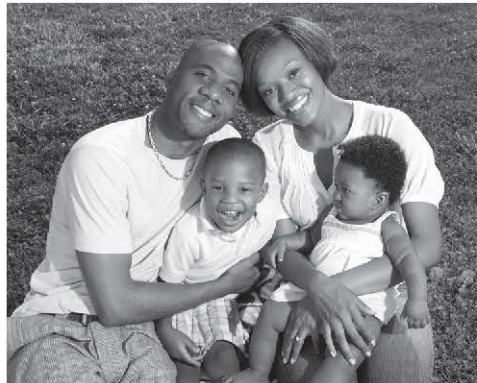
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

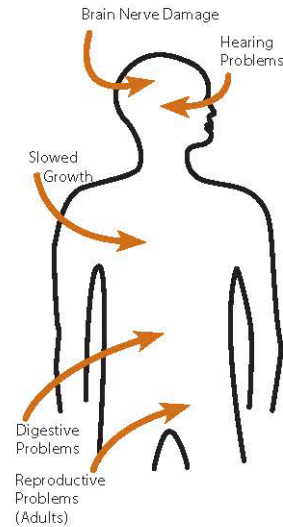
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).