

General Lease Provisions

1. **PARTIES.** This Lease Contract (sometimes referred to as the "Lease") is between *you*, the resident:

Olivia Wright

and *us*, the owner:

Cardinal Group Atlanta 1, LLC

(name of apartment community or title holder).

2. **APARTMENT.** You are renting:

- ☐ Apartment No. TBD,
☒ Bedroom No. _____, or
☒ Floor Plan 2BR/2BA - Luxury

at 800 W Marietta St NW
(street address)

in Atlanta
(city), Georgia, 30318 *(zip code)* for use as a private residence only.

When this Lease Contract is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

2.1. **Enrollment.** You must be enrolled as a part-time or full-time student in a college, university, or institution of higher learning as a condition and qualification of entering into this student housing lease.

2.2. **Use and Occupancy.** Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. Unless you have requested to live with another specific roommate(s) who is qualified, has applied, and has been approved to lease, we will have the right to assign another person to share the apartment.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment's common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

We provide student housing in accordance with the Fair Housing Act and without regard to race, color, religion, national origin, familial status, disability, or any other recognized protected class. Unless you specify that you have no objection to sharing an apartment with a person of a different gender (or gender identity) then we will assume you wish to share the apartment with someone of your same gender (or gender identity). We provide equal housing opportunity to students, and we will defer to your request to the extent we are allowed by law in the jurisdiction where the apartment is located and based on the unique nature of student housing.

2.3. **Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

Key Fob - \$50.00, Mailbox Key - \$15.00, Bedroom door key - \$50.00, parking RFID - \$99.00

3. **TERM.** The term of the Lease Contract begins on the 18th day of August, 2023 *(year)*, and ends at noon the 25th day of July, 2024 *(year)*. **This Lease does not automatically renew.**

3.1. **Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (A) the rental value of your apartment while you hold over is due in advance on a monthly basis and shall be delinquent without notice or demand; (B) the rental value for the holdover period will be increased by 25% over the then-existing rent, without notice; (C) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; **and** (D) at our option, we may extend the lease term—for up to one (1) month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

4. **RENT AND CHARGES.** Your rent for the term is \$ 13488.00. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in 12 installments of \$ 1124.00 each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the 1st of the month in which this Lease begins. All other payments must be made by the 1st of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our mitigation duties under Paragraph 9 (Early Move-Out; Reletting Charges) and 25 (Default by Resident) still apply. **You must pay your installments on or before the 1st day of the month in which they are due. There is no grace period, and you agree that not paying by the 1st of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time, you'll be delinquent and all remedies under state law and this Lease Contract will be authorized.

4.1. **Payments.** You will pay your rent:

- ☒ at the onsite manager's office
☒ through our online payment site
☐ at _____

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent and late charges are due without demand, and all other sums are due upon our demand.

- 4.2. **Application of Money Received.** At our option and without notice, we may apply money received (other than sale proceeds or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose.
- 4.3. **Utilities and Services.** We'll pay for the following if checked:
- | | | |
|--|---|---|
| <input type="checkbox"/> gas | <input checked="" type="checkbox"/> wastewater | <input checked="" type="checkbox"/> trash/recycling |
| <input checked="" type="checkbox"/> water | <input checked="" type="checkbox"/> electricity | <input type="checkbox"/> cable/satellite |
| <input checked="" type="checkbox"/> Internet | <input type="checkbox"/> government fees | <input type="checkbox"/> stormwater/drainage |
| <input type="checkbox"/> other _____ | | |

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

****Important Disclosure Regarding Management's Right to Select the Natural Gas Marketer (Provider).** Resident (the Tenant) authorizes management (the Landlord) to act as resident's agent for the limited purpose of selecting the resident's natural gas marketer, to authorize the natural gas marketer to obtain credit information on the resident, if required by the marketer, and to enroll the resident on the marketer's standard variable price plan for which the resident is eligible, unless the resident chooses another price plan for which he or she is eligible. Resident acknowledges that management may have business relationship with the natural gas marketer that may provide for a financial or other benefit to management in exchange for the resident's enrollment with the marketer.

- 4.4. **Late Charges.** If you don't pay rent in full by 11:59 p.m. on the 3rd day of the month, you'll pay a late charge. Your late charge will be (*check one*): ☐ a flat rate of \$ 50.00 or ☐ _____ % of your total monthly rent payment. Regardless of the calculation method chosen above, the total amount of your late charges shall not exceed ten percent (10%) of your monthly rent payment.
- You'll also pay a charge of \$ 35.00 for each returned check or rejected electronic payment, plus a late charge.

The failure to pay rent timely or the violation of the animal restrictions will result in added administrative and other expenses to us. Since such additional expenses are difficult to determine, late fees and animal violation charges are considered liquidated damages. The amount of such fees and charges are reasonable estimates of the administrative and other expenses we would incur. Animal violation charges do not cover damages to the premises and don't limit your liability for same. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

- 4.5. **Ad Valorem Taxes/Fees and Charges - Additional Rent.** Unless otherwise prohibited by law, if, during the term of this Lease Contract, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other emergency services, per person, or per apartment charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.
- 4.6. **Lease Changes.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed.

If, at least five (5) days before the advance notice deadline referred to in this paragraph, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under the provisions herein.

5. **SECURITY DEPOSIT.** Your security deposit is \$ _____, due on or before the date this Lease Contract is signed. Any animal deposit will be stated in an animal addendum.
- Your security deposit will be (*check one*)**
- ☒ placed in an account at (*state the bank's name*) KeyBank
- located at (*state the bank's address*)
3507 Kyoto Gardens Dr Suite 100, Palm
Beach Gardens, FL 33410;
- OR
- ☐ secured by a bond which is on file with the _____ (County) Clerk of Superior Court.

In the event interest is earned on the security deposit, Owner may keep the interest.

- 5.1. **Refunds and Deductions.** *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time provided by law to either the forwarding address if notice is provided, or if unknown, to the last known address. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest(s) or occupant(s) is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Paragraph 28 (Surrender and Abandonment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to our negligence; animal-related charges under Paragraph 20 (Animals); government fees or fines against us for violation (by you, your occupant(s), or guest(s)) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal; attorney's fees, court costs, and filing fees actually paid or incurred with respect to an eviction proceeding, your default, or as otherwise provided by law or in this Lease Contract; and other sums due under this Lease Contract.
- You'll be liable to us for (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; (B) all delinquent and future rent if you have violated Paragraph 25 (Default by Resident); **and** (C) a reletting fee if you have violated Paragraph 9 (Early Move-Out). ***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***
6. **GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as

if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than a co-resident we assign, or an authorized occupant, no one else may occupy the bedroom. Other than authorized co-residents or occupants, no one else may occupy the Apartment. Unauthorized persons must not stay for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one (1) month. *If the previous space isn't filled in, two (2) days per month is the limit.*

6.1. Exclusion of Persons. We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

7. CARE OF APARTMENT/COMMON AREAS AND DAMAGES. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; **and** (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, include you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. INSURANCE. *We do not maintain insurance to cover your personal property or personal injury.*

8.1. Renter's Insurance Requirement
You are:
☐ required to buy and maintain renter's insurance; **or**
☐ not required to buy renter's insurance.

8.2. Personal Liability Insurance Requirement
You are:
☒ required to purchase and maintain personal liability insurance; **or**
☐ not required to buy liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. We urge all residents, to obtain flood insurance—particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

9. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ 1124.00 (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you (A) fail to give written move-out notice as required; or (B) move out without paying rent in full for the entire Lease Contract term or renewal period; or (C) move out at our demand because of your default; **or** (D) are judicially evicted.

The reletting charge is not a cancellation fee or a buyout fee and does not release you from your obligations under this Lease Contract. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

10. SECURITY AND SAFETY DEVICES.

10.1. Smoke Detectors and Carbon Monoxide Detectors.
We'll furnish smoke detectors and carbon monoxide detectors only if required by statute or ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.

You must test the smoke detectors and the carbon monoxide detectors on a regular basis, and must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. **If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery or fail to report malfunctions to us, you will be liable to us for \$100 plus one (1) month's rent, you will be liable to us and others for any loss, actual damages, or fines from fire, smoke, or water and attorney's fees. We both must comply with any local smoke detector and carbon monoxide detector ordinances.**

10.2. Duty to Report. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors or the carbon monoxide detectors. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. We both must comply with any local smoke detector and carbon monoxide detector ordinances.

11. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; **and** (2) your right to terminate as set forth below.

After termination, you are entitled only to a refund of your deposit(s) you paid and any rent you paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

(a) If we give written notice to you when or after the initial term as set forth in Paragraph 3 (Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.

(b) If we give written notice to you before the initial term as set forth in Paragraph 3 (Term) and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

12. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on page 1 of this Lease Contract. You must be enrolled as a part-time or full-time student in a college, university, or institution of higher learning as a condition and qualification of entering into this student housing lease.

12.1. Photo/Video Release. When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

12.2. Limitations on Conduct. Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. Within the apartment community you, your occupant(s), and your guest(s) must not use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

- (a) the use of patios, balconies, and porches;
- (b) the conduct of furniture movers and delivery persons; *and*
- (c) recreational activities in common areas.

You'll be liable to us for damage caused by you or any guests or occupants.

12.3. Notice of Convictions and Registration. You agree to notify us if you or any occupants are convicted of (A) any felony, *or* (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

12.4. Attendance and Enrollment. We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

13. PROHIBITED CONDUCT. You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;

- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) injuring our reputation by making bad faith allegations against us to others;
- (f) storing anything in closets having gas appliances;
- (g) tampering with utilities or telecommunications;
- (h) bringing hazardous materials into the apartment community;
- (i) using windows for entry or exit;
- (j) heating the apartment with a gas-operated cooking stove or oven; *or*
- (k) smoking of any kind, in accordance with our policies.

14. PARKING. We may regulate the parking place of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone. Motorcycles, motorized bikes, or scooters, may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may remove unauthorized or illegally parked vehicles from the apartment community at your expense under the terms of this Lease Contract or by appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (a) has a flat tire or other condition rendering it inoperable;
- (b) is on jacks, blocks or has wheel(s) missing;
- (c) has no current license plate or no current registration and/or inspection sticker;
- (d) takes up more than one parking space;
- (e) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (f) is parked in a marked handicap space without the legally required handicap insignia;
- (g) is parked in space marked for manager, staff, or guest at the office;
- (h) blocks another vehicle from exiting;
- (i) is parked in a fire lane or designated “no parking” area;
- (j) is parked in a space marked for other resident(s) or apartment(s);
- (k) is parked on the grass, sidewalk, or patio;
- (l) blocks garbage trucks from access to a dumpster; *or*
- (m) belongs to a resident and is parked in a visitor or retail parking space.

15. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

The termination of one resident or co-resident's lease or right of occupancy shall not terminate right of occupancy of the remaining resident or co-resident who is sharing the bedroom and/or apartment.

15.1. Death of Sole Resident. If you are the sole resident, upon your death the Lease Contract may be terminated without penalty with at least thirty (30) days written notice by your legal representative. You will be liable for payment of rent until the latter of: (1) the termination date, *or* (2) until all possessions in the bedroom or apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

In the event of your death or incapacitation, you designate the following person for the purpose of removing your personal property and returning possession:

Name: Cybile Price
Address: 1429 Oakland drive
Atlanta GA 30310
Phone number: (404) 447-8508

15.2. Release or Termination Due to a Family Violence Court Order. You may terminate the Lease Contract by giving us a thirty (30) day written notice and a copy of the family violence order as provided in OCGA 44-7-23 if a Court has issued a civil or criminal family violence order protecting you or your minor child. If you obtained an ex parte temporary protective order (TPO) you must also provide a copy of the police incident report on which the order was based.

The termination will take effect on the thirtieth (30th) day after providing us your written Lease Contract termination notice accompanied by a copy of the family violence order; however, you may continue to occupy the apartment until the termination date. You will continue to be responsible for any past due rent and rent that comes due prorated through the date your Lease Contract termination is effective. Also, you are responsible for all other sums that come due or are incurred through the Lease Contract termination date.

If you signed the Lease Contract but have not yet taken possession of the apartment you may terminate the Lease Contract prior to taking possession by giving us at least fourteen (14) days written notice and providing a copy of the family violence order and a copy of the police incident report if the order was an ex parte TPO. If you give us a proper fourteen (14) day termination notice based on a family violence order prior to taking possession of the apartment you are not liable for payment of any rent or other fees, and the Lease Contract will terminate.

16. MILITARY TRANSFER AND LEASE TERMINATIONS.

A resident (including a resident's spouse) who is a service member on active duty or is called to active duty in the regular or the reserve component of the U.S. Armed Forces, U.S. Coast Guard or National Guard, shall have the right to end this Lease Contract early by giving thirty (30) days written notice, paying all rent due through the notice date, and providing a copy of the official military orders or written verification signed by the service member's commanding officer or by providing base housing orders as provided in OCGA Section 44-7-22, if the service member is:

- (a) Ordered to federal duty for a period of ninety (90) days or longer;
- (b) Receives a permanent change of station orders to move at least 35 miles away from the rental housing;
- (c) Is released from active duty after leasing housing and must move 35 miles or more away from the service member's home of record prior to entering active duty;
- (d) After entering into this rental agreement, the service member becomes eligible to live in government quarters or the failure to move to government quarters will result in a forfeiture of the member's basic allowance for housing;
- (e) Receives temporary duty orders or temporary change of station orders or state active duty orders for a period exceeding sixty (60) days that is at least 35 miles away from the location of the rental housing; **or**
- (f) Receives orders after signing the lease but before taking possession of the rental housing.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause thirty (30) days after delivery of your notice to us. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (b) above will only release the resident who qualifies under (a) and (b) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in Paragraph 35 (Special Provisions), you represent when signing this Lease Contract that (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; **and** (3) the term of your enlistment or obligation will not end before the Lease Contract term ends.

Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under Paragraph 25 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

17. RESIDENT SAFETY AND LOSS. *We are not liable to you, other residents in your apartment, or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* We're not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind,

explosions, interruption of utilities, or other occurrences unless such damage injury or loss unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

18. CONDITION OF THE PREMISES AND ALTERATIONS.

18.1. As-Is. *We disclaim all implied warranties.* You accept the apartment, fixtures, and furniture as is. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Prior to move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

18.2. Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

19. REQUESTS, REPAIRS, AND MALFUNCTIONS.

19.1. Written Requests Required. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

- 19.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks or excessive moisture; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.
- 19.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 19.4. Casualty Loss and Equipment Repair.** We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.
- 19.5. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the Lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.
- 20. ANIMALS.**
- 20.1. No Animals Without Consent.** *Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless we've so authorized in writing.* If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.
- 20.2. Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; **and** (2) following the procedures of Paragraph 21 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.
- 20.3. Violations of Animal Policies and Charges.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily

charge of \$ _____ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

- 21. WHEN WE MAY ENTER.** If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (b) below may peacefully enter the bedroom or apartment bedroom or at reasonable times for the purposes listed in (b) below. If nobody is in the bedroom or apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:
- (a) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; **and**
 - (b) entry is for: responding to your request or any co-resident's; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents and for all other business related purposes.
- 22. NOTICES.** Notices and requests from you or any other resident or occupant of the apartment constitute notice from all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.
- 23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS.** **Prior written consent required. *Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.***
- 23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:
- (a) be in compliance with all terms of this Lease;
 - (b) execute a new Lease or other agreement for the space to which you are transferring;
 - (c) complete all required forms;
 - (d) pay a new security deposit in advance if required; **and**
 - (e) pay transfer fee of \$ 450.00 in advance if you are moving from one apartment to another or \$ 450.00 in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

- 23.2. **Relocation.** We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for rekeying if we require you to relocate.
- 23.3. **Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:
- (a) a reletting charge *will not* be due;
 - (b) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; **and**
 - (c) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

- 23.4. **Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

Owner’s Rights and Remedies

24. **OUR RESPONSIBILITIES.** We'll act with customary diligence to:
- (a) keep common areas reasonably clean, subject to Paragraph 18 (Condition of the Premises and Alterations);
 - (b) maintain fixtures, hot water, heating and air-conditioning equipment;
 - (c) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; **and**
 - (d) make all reasonable repairs, subject to your obligation to pay for damages and items for which you are liable.
- 24.1. **Your Remedies.** *If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:*
- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
 - (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
 - (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within seven (7) days;
 - (d) if repair hasn't been made within seven (7) days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law;
 - (e) you may terminate your tenancy under this provision only if the repair or condition is so material and substantial as to render the apartment unfit for habitation; **and**
 - (f) you must move out of the apartment on or before the termination date specified in your notice.

25. DEFAULT BY RESIDENT.

- 25.1. **Acts of Default.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect, misleading, or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or drug paraphernalia are found in your apartment or you or your occupants or guests sell, distribute, solicit, possess, or control any illegal drugs or drug paraphernalia in your vehicle, your apartment, anywhere in the apartment community, or on your person; (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; **or** (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

- 25.2. **Eviction.** If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by:
- (a) regular mail;
 - (b) certified mail, return receipt requested;
 - (c) personal delivery to any resident;
 - (d) personal delivery at the apartment to any occupant over 16 years old;
 - (e) affixing the notice to the inside of the apartment's main entry door.

Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. ***In an eviction rent is owed through the date the lease is terminated or the date on which the apartment is re-rented to a new resident, whichever occurs first.***

- 25.3. **Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in Paragraph 35 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. The prevailing party may recover from the non-prevailing party 15% attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 16% interest per year from due date, compounded annually.
- 25.4. **Mitigation of Damages.** If you move out early, you'll be subject to Paragraph 9 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.
- 25.5. **Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

Disclaimer: If there is a breach of this Lease Contract and the law does not allow us to evict only the breaching resident, all non-defaulting co-residents may be relocated as provided under Paragraph 2 (Apartment) to evict the defaulting resident.

26. OTHER IMPORTANT PROVISIONS.

- 26.1. **Representatives' Authority; Waivers; Notice.** *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.*

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed.

26.2. Entire Agreement. Neither we nor any of our representatives have made any oral promises, representations, or agreements.

- 26.3. Miscellaneous.**
- (a) Exercising one remedy won't constitute an election or waiver of other remedies.
 - (b) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
 - (c) All remedies are cumulative.
 - (d) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
 - (e) This Lease Contract binds subsequent owners.
 - (f) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
 - (g) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
 - (h) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

- (i) Lease Contract obligations must be performed in the county where the apartment is located.
- (j) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- (k) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- (l) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.
- (m) Resident agrees and understands that the terms and conditions of this agreement, including any and all rules and regulations or other documents or policies referred to herein, will be construed and applied under and according to the laws of the state of Georgia.

26.4. Rooming House. In no event shall the apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

26.5. Force Majeure. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your Lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

26.6. Limitation on Actions. To the extent allowed by law, resident also agrees and understands that any legal action against Management or Owner must be instituted within one (1) year of the date any claim or cause of action arises and that any action filed after one (1) year from such date shall be time barred as a matter of law.

End of the Lease

27. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under Paragraphs 9 (Early Move-Out) and 25 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate or surrender the bedroom and apartment before the thirty (30)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

27.1. Cleaning. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

27.2. Move-Out Inspection. Within three (3) business days after the Lease Contract terminates and you vacate the premises or within three (3) business days after you surrender and we accept back possession of the apartment—whichever occurs first—we'll inspect your apartment and prepare a comprehensive list of damage done during your occupancy (over and above normal wear) and the estimated dollar value of the damage.

Upon your request within five (5) business days after the Lease Contract terminates and you vacate the premises or upon your request within five (5) business days after you surrender and we accept back possession of the apartment—whichever occurs first—you have the right

to inspect the premises and inspect our list of damages and estimated dollar value of the damages.

If you are present with us at the time of the inspection we will both sign the damage list which will become conclusive evidence of the accuracy of the list. If you refuse to sign the list, you must state specifically in writing the items on the list with which you object or dissent. You may note your objections or dissent on the list we prepare, or you may submit a separate list of your objections and dissent to our list.

Within thirty (30) days after obtaining possession of your apartment once the Lease Contract terminates and you vacate the premises or within thirty (30) days after you surrender and we accept possession of the premises —whichever occurs first—we will either: 1) return your full security deposit; or 2) return the remaining portion (if any) of your security deposit less any amounts we deducted for damages exceeding wear and tear, unpaid rent, or other charges or fees you owe us under the Lease Contract. If we do not return your full security deposit we will send you the remaining balance of the deposit (if any) along with a copy of the damage list and estimated value from our inspection.

If you vacate or surrender the premises without notifying us, we will inspect the premises and compile the list of damages and estimated value within a reasonable time after we discover you surrendered the premises or vacated.

If you are present at the move out inspection after vacating and sign the final damage list or if you are present at the move out inspection and do not object or dissent in writing to the items on the list, you are not entitled to recover your security deposit or other damages under OCGA 44-7-35.

If you did not request a copy of the final damage list and you did not inspect the premises after vacating you still will have the right to dispute the damages we assessed against your security deposit.

If you did not request a copy of the final damage list and were not present for our inspection after vacating you still will have the right to dispute the damages we assessed against your security deposit.

28. SURRENDER AND ABANDONMENT.

You have **surrendered** the bedroom and the apartment when (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; **or** (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.

You have **abandoned** the bedroom and the apartment when all of the following have occurred (A) you appear to have moved out with the intention to give up all rights to occupy or use the apartment in our reasonable judgment; (B) you’ve been in default for non-payment of rent for five (5) consecutive days or water, gas, or electric service for the apartment that we are not responsible for paying has been terminated; **and** (C) you’ve not responded for two (2) days to our notice left on the inside of the main entry door, stating that we consider the bedroom abandoned.

28.1. **The Ending of Your Rights.** Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the bedroom or apartment; determine any security deposit deductions; and remove property left in the bedroom and apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the bedroom and apartment but do not affect our mitigation obligations.

28.2. **All property in the apartment is subject to a contractual lien to secure payment of delinquent rent.** For this purpose, “apartment” excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

28.3. **Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove and/or store all property remaining in the bedroom, apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment.

28.4. **Storage.** We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the bedroom or apartment. We’re not liable for casualty loss, damage, or theft of such property. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe.

28.5. **Redemption.** If we’ve removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

28.6. **Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are (1) left in the bedroom and apartment after surrender or abandonment; **or** (2) left outside more than 24 hours after a writ of possession is executed, following a judicial eviction.

Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than thirty (30) days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within thirty (30) days after sale.

General Provisions and Signatures

29. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.

30. **ASSOCIATION MEMBERSHIP.** We represent that either: (A) we or; (B) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

31. **CANCELLATION.** If written cancellation is received within seventy-two (72) hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

32. **SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

33. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original or electronic signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we

should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. **This Lease is the entire agreement between you and us.** You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

34. **DISCLOSURE NOTICE.** Name and address of the company or party authorized to manage the apartment community:
Cardinal Group Management Midwest LLC,
4100 E. Mississippi Ave #700, Denver, CO
80246

Name and address of the company or party authorized to receive notices or lawsuits: Cardinal Group Management
Midwest LLC, 4100 E. Mississippi Ave #
700, Denver, CO 80246

Management’s corporate name and license number as required by the rules of the Georgia Real Estate Commission (Ga. R. & Reg. 520-1-.10 are Cardinal Group Management
Midwest LLC

(Corporate Name of Licensed Managing Agent) and 77977
(GREC corporate license number of Managing Agent).

35. **SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

See Additional Special Provisions

Before submitting a rental application or signing this Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or electronic signature on this Lease is as binding as an original signature.

The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.

Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.

You are entitled to receive a copy of this Lease after it is fully signed.

Keep it in a safe place.

Resident *(sign below)*

Date Signed _____

Owner or Owner’s Representative *(signing on behalf of owner)*

Date Signed _____

Name, address and phone number of managing agent for the property for notice purposes. This person or entity is authorized to receive services of process and to manage the property.

Westmar Student Lofts

800 W Marietta St NW

Atlanta, GA 30318

(404) 602-0377

Name and address of locator service *(if applicable)*

After-hours phone number **(404) 602-0377**

(Always call 911 for police, fire, or medical emergencies.)

SPECIAL PROVISIONS (CONTINUED) Each Resident shall pay to Landlord an Application Fee and an Administration Fee of \$250 to cover the costs associated with the processing of Residents Lease application at or before the execution of this Lease. The fee is not refundable or a deposit. PLEASE SEE ENCLOSED LEASE ADDENDUM FOR ADDITIONAL SPECIAL PROVISIONS



Protect Your Family From Lead in Your Home



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).



March 2021

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.
- 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.

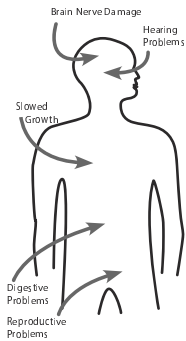
Health Effects of Lead

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.

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 (µg/ft²) and higher for floors, including carpeted floors
- 100 µg/ft² 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 (µg/ft²) for floors, including carpeted floors
- 100 µg/ft² for interior windows sills
- 400 µg/ft² 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, 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 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.

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

EPA-747-K-12-001
March 2021

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).

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

Lead Warning Statement

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

Lessor’s Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
-
- (ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
-
- (ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgement (initial)

- (c) _____ Lessee has received copies of all information listed above.
- (d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgement (initial)

- (e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d 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.

Cardinal Group Atlanta 1, LLC, 800 W Marietta St NW #TBD

Atlanta

Apartment Name & unit number OR street address of dwellingCity

Lessee (Resident)Date

Lessee (Resident)Date

Lessee (Resident)Date

Lessee (Resident)Date

Lessee (Resident)Date

Lessee (Resident)Date

Cardinal Group Atlanta 1, LLC

Lessor (Owner)Agent

DateDate

NAA
NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home

(“We” and/or “we” and/or “us”) and Olivia Wright

(street address) in Atlanta, GA 30318

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

b) **Sewer** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

c) **Gas** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

d) **Trash** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

e) **Electric** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

f) **Stormwater** service to your dwelling will be paid by you either:

- ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

g) **Cable TV** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

h) **Master Antenna** service to your dwelling will be paid by you either:

- ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

i) **Internet** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

j) **Pest Control** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

- k) (Other) _____ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- l) (Other) _____ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the apartment has no sub-meter. The formula may be based on factors such as, the interior square footage of the apartment, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ _____ (not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____ (not to exceed \$ _____)
Late Fee:	\$ _____ (not to exceed \$ _____)
Final Bill Fee:	\$ _____ (not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

- [illegible]

Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____

BED BUG ADDENDUM



Date: July 23, 2023
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 800 W Marietta St NW
(street address) in Atlanta
(city), Georgia, 30318 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 23, 2023
Owner’s name: Cardinal Group Atlanta 1, LLC

Residents (list all residents):

Olivia Wright

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property’s trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 800 W Marietta
St NW

Atlanta
(city), Georgia, 30318 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 23, 2023
Owner's name: Cardinal Group Atlanta 1, LLC

Residents (list all residents):

Olivia Wright

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3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.
8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
- The Apartment was inspected prior to your move-in date, and there is no visible mold in the kitchen, bathroom(s) or other areas of the Apartment. Resident will abide by all guidelines in the Community Handbook. Resident will be responsible for any damage, including but not limited to, damage from water and mold, which occurs because Resident did not give notice to Owner within 24 hours of the discovery of water intrusion, water damage or mold in the Premises. Resident releases Owner from any claim, loss or liability relating to such water intrusion, water damage or mold, including any claims arising from Resident's failure to notify Owner as required herein OR health problems caused by Resident not complying with this Addendum.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

July 23, 2023



NAA
NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home

LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 800 W Marietta
St NW

Atlanta
(city), Georgia, 30318 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 23, 2023
Owner's name: Cardinal Group Atlanta 1, LLC

Residents (list all residents):

Olivia Wright

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- ☒ **Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ 65.00 non-refundable fee.
- ☐ **Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ _____ non-refundable fee.
- ☐ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- ☒ If a remote control is lost, stolen or damaged, a \$ 65.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☐ If a card is lost, stolen or damaged, a \$ 0.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☐ We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident shall be charged \$99 to replace a
Parking RFID.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

Date of Lease Contract

July 23, 2023



NO-SMOKING ADDENDUM



Date: July 23, 2023
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 800 W Marietta St NW
(street address) in Atlanta
(city), Georgia, 30318 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 23, 2023
Owner's name: Cardinal Group Atlanta 1, LLC

Residents (list all residents):

Olivia Wright

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the community may be used for smoking:

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.

Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.

You are responsible for communicating this community’s no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.

Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS.

The following special provisions control over conflicting provisions of this printed form:

Resident or Residents

(All residents must sign here)

Owner or Owner’s Representative

(Signs here)

CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 800 W Marietta
St NW

Atlanta

(city), Georgia, 30318

(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 23, 2023
Owner’s name: Cardinal Group Atlanta 1, LLC

Residents (list all residents):
Olivia Wright

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term “Premises” shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident’s household, Resident’s guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, “illegal or criminal activity” shall include, but is not limited to, the following:
- 1. Engaging in any act intended to facilitate any type of criminal activity.
 - 2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
 - 3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Georgia and/or the Federal Controlled Substances Act.

Resident or Residents (sign here)

Owner or Owner’s Representative (signs here)

- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
- 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
- 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner’s agents, or other Residents, or involving imminent, actual or substantial property damage.
- 7. Engaging in or committing any act that would be a violation of the Owner’s screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident’s application due to criminal conduct.
- 8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES’ LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties’ Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident’s tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Date of Signing Addendum

Date of Signing Addendum



1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 800 W Marietta
St NW

Atlanta
(city), Georgia, 30318 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 23, 2023
Owner’s name: Cardinal Group Atlanta 1, LLC

Residents (list all residents):

Olivia Wright

Occupants (list all occupants):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as “media.”

A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as “media.”

4. PHOTO AND VIDEO RELEASE. You hereby grant us and our agents and affiliates (collectively, the “Released Parties”) permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. CONSENT TO USE YOUR NAME, LIKENESS , WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. RELEASE OF LIABILITY. You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

7. REVOCATION. You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner’s Representative
(Signs below)

Date of Signing Addendum



NAA
NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home

LEASE CONTRACT GUARANTY

Do not sign this form unless you understand that you have the same liability as all residents for rent and other monies owed.



Lease Contract Information	
ABOUT LEASE: Date of Lease Contract (<i>top left hand corner of Lease Contract</i>): July 23, 2023	
Owner's name: Cardinal Group Atlanta 1, LLC	
Resident names (<i>list all residents on Lease Contract</i>): Olivia Wright	
Unit No. TBD and street address of dwelling being leased: 800 W Marietta St NW	
City/State/Zip of above dwelling: Atlanta, GA 30318	
Monthly rent for dwelling unit: \$ 1124.00	
Beginning date of Lease Contract: 08/18/2023	
Ending date of Lease Contract: 07/25/2024	
Guarantor Information <i>Use for one guarantor only (can include spouse of guarantor)</i>	
ABOUT GUARANTOR: Full name (<i>exactly as on driver's license or govt. ID card</i>)	
Current address where you live:	
Phone:	
Alternate or cell phone:	
Email address:	
<i>(Please check one)</i> Do you <input type="checkbox"/> own or <input type="checkbox"/> rent your home?	
If renting, name of dwellings: Westmar Student Lofts	
Manager's name:	
Phone:	
Your Social Security #:	
Driver's license # and state:	
OR govt. photo ID card #:	
Birthdate: Sex:	
Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> divorced <input type="checkbox"/> widowed <input type="checkbox"/> separated	
Total number of dependents under the age of 18 or in college:	
What relationship are you to the resident(s)? <input type="checkbox"/> parent <input type="checkbox"/> sibling <input type="checkbox"/> employer <input type="checkbox"/> other	
Are you or your spouse a guarantor for any other lease? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, how many?	
YOUR WORK: Present employer:	
Employer's address:	
Work phone:	
Alternate phone:	
Email address:	
How long?	
Position:	
Your gross monthly income is over: \$	
Supervisor's name:	
Phone:	
YOUR SPOUSE: Full name (<i>exactly as on driver's license or govt. ID card</i>)	
Alternate or cell phone:	
Email address:	
Present employer:	
How long?	
Position:	
Work phone:	
Monthly gross income is over: \$	
YOUR CREDIT/RENTAL HISTORY:	
Your bank's name:	
City/State:	
List major credit cards:	
To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: <input type="checkbox"/> been asked to move out? <input type="checkbox"/> broken a rental agreement? <input type="checkbox"/> declared bankruptcy? or <input type="checkbox"/> been sued for rent?	
To your knowledge, has any resident listed in this Guaranty ever: <input type="checkbox"/> been sued for property damage? <input type="checkbox"/> been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain:	

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract.

You are ☐ required ☒ not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
Landlord requires Resident provide proof of financial wherewithal in one of three ways: (1) execution and presentment to Landlord of a binding Guaranty Agreement by a qualified guarantor who meets the qualification requirements outlined in (2) and (3); (2) proof of monthly income that is at least 4 times the monthly rent installment, (3) other proof of income, financial aid, or other assets (i.e., loans, financial aid, cash account, etc.) that is at least 3 times the total term rent installments. This form must be received by Landlord within 14 days of the date the Lease is signed by Resident.

After signing, please return the signed original of this Guaranty to **Cardinal Group Atlanta 1, LLC**

at *(street address or P.O. Box)* **800 W Marietta St NW, Atlanta, GA 30318**

or *(optional)* fax it to us at _____ Our telephone number **(404) 602-0377**

Date of signing Guaranty

Date of signing Guaranty

Signature of Guarantor

Signature of Guarantor's Spouse

State of _____

County of _____

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated

Printed Name of Notary Public

My Commission Expires

Signature of Notary Public

Note: Signature of Guarantor and Guarantor's Spouse must be notarized if lease is for more than one year.

(Use above space for notary stamp/seal)

FOR OFFICE USE ONLY

Guarantor(s) signature(s) was (were) verified by owner's representative.

Verification was by ☐ phone or ☐ face-to-face meeting. Date(s) of verification _____

Telephone numbers called (if applicable) _____

Name(s) of Guarantor(s) who was (were) contacted _____

Name of Owner's Representative who talked to Guarantor(s) _____

ADDENDUM

Property Damage Liability Waiver

This Addendum is incorporated by reference into the Lease and is made a part thereof. To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

All residents are eligible to participate in the Community's Property Damage Liability Waiver Program (the "Waiver Program"). Participation in the Waiver Program: (i) waives a resident's obligation under the Lease to purchase and maintain liability insurance in the minimum amount of \$100,000.00; and (ii) waives a resident's obligation to indemnify the Landlord for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by the resident's negligent acts or omissions in an amount up to \$100,000.00.

The Waiver Program only waives a resident's liability to the Landlord and does not waive liability to any third parties. The Waiver Program only applies to accidental damage caused by a participating resident's negligent acts or omissions and does not apply to damages caused by deliberate or intentional acts or omissions. The Waiver Program is applicable up to \$100,000.00 in liability; any amount of liability in excess of \$100,000.00 remains subject to the terms of the Lease. Excluded from coverage are claims of bodily and personal injury, and damages resulting from or associated with a breach of the lease, including, but not limited to, damages caused by illegal substances and damages caused by intentional and/or malicious acts.

By executing this Addendum, Resident is electing to participate in the Waiver Program. Participation in the Waiver Program may be cancelled at any time by providing Landlord with a certificate of insurance showing that resident has obtained property liability insurance as required by the Lease. The certificate of insurance must: (i) show a minimum of \$100,000.00 of liability coverage per incident for the perils of fire, smoke, explosion, water discharge, and sewer backup; (ii) identify the Apartment Community as an "Interested Party" with an address of **PO Box 12367 Columbus, OH 43212**; and (iii) correctly identify the Resident's insured address. Resident shall provide Landlord with a certificate of insurance showing the requisite coverage upon request. Landlord may place Resident in the Waiver Program and charge Resident an additional fee of **\$14 per month** if, at any time during the term of the Lease, Resident's insurance coverage is cancelled or lapses for any reason, or if the certificate of insurance provided does not contain the required information. Landlord may discontinue the Waiver Program at any time. Upon receiving notice of Landlord's election to discontinue the Waiver Program, Resident shall obtain and maintain liability insurance as required by the Lease; failure to obtain liability insurance is a breach of the Lease and Landlord may take all necessary action.

Notice to residents: If you elect to participate in the Waiver Program, such election only waives your obligation to indemnify the owner for accidental damages caused by your negligent acts or omissions as described herein. If you elect to participate in the Waiver Program, you are neither purchasing an insurance policy nor are you being listed as a named insured under any owner policy. The Waiver Program does not cover your personal property and is not applicable in the event of theft, burglary, vandalism, bodily injury or personal injury. The Waiver Program is neither designed to be your exclusive insurance policy for property damage, nor is it intended to replace your personal property or liability insurance policy. You should consult an insurance professional to evaluate and determine your own personal insurance needs. Nonpublic personal information about you is collected from applications, transactions and reports to which we have access, including information received from consumer reporting agencies and inspection reports. We do not disclose any nonpublic personal information about you except as permitted by law. We may disclose nonpublic personal information about you to financial service providers, such as insurance agents, brokers, and/or insurance companies. Access to nonpublic personal information about you is restricted to those employees and third parties who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable standards to guard your nonpublic personal information.

By signing below, you acknowledge that you have read and understand this entire Addendum and agree to be legally bound hereby.

Resident Name (Printed)

Date

Resident Signature

Lease Addendum for Additional Special Provisions

1. Addendum. This is an addendum to the NAA Lease Contract generated on 07/23/2023 in the Westmar Student Lofts Apartments in Atlanta, GA.

2. Purpose. The following special provisions become part of the Lease Contract:

Insurance. Prior to Resident taking possession of the Premises, Resident shall have provided Landlord with proof of renter's insurance, completed Landlord's move-in procedures, and cured any breaches of the Lease to Landlord's satisfaction.

Security Deposit. The Security Deposit will not be the limit of damages if Resident violates this Lease, and Resident may be liable for damages in excess of the Security Deposit. If the Security Deposit is reduced because Manager has applied all or part of it to Resident's unpaid obligations, Resident agrees that Resident will deposit with the Manager, within three (3) days after written demand by Manager, the funds necessary to restore the Security Deposit to the full amount set forth in this Lease.

Resident cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but Manager can, but shall not be obligated to, use all or any part of the Security Deposit for any of Resident's unpaid obligations.

Lease Term. The Lease Term is finite, as defined by the Start and End dates, and does not automatically renew or revert to a month to month status at the end of Lease Term. Unless the Resident enters into a new lease of the Apartment prior to the End Date, Resident must vacate the Apartment by the date and time specified.

Rent and Charges. The total rent due will not be pro-rated according to the date the Resident takes possession of the unit or the date the Resident surrenders the unit.

a. Rent that is not received by 11:59pm on the third (3rd) day of the month will be considered late, and Resident will be obligated to pay an initial late fee of \$50.00. An additional late fee of \$10.00 will be charged each day thereafter, not to exceed 15 days in one month, beginning on the fifth (5th) day of the month and continue until Rent and all Additional Rent is paid in full. If the Due Date falls on a holiday observed by Landlord and the management office is closed, payment must be made on the first day following the holiday. All Late Fees shall be considered as Additional Rent. Late Fees are due and payable when assessed.

b. Resident will be obligated to pay the greater of \$30 or 5% of the total payment for each returned check or rejected electronic payment. All returned check fees shall be considered as Additional Rent. Returned check fees are due and payable when assessed.

c. Landlord does not have to give Resident a receipt for rental payments. Landlord may, at Landlord's option, require at any time that Resident pay all rent and other sums in certified or cashier's check, money order, or a single monthly check. Checks tendered for Rent shall be made payable to the Landlord.

d. Any accord, satisfaction, conditions or limitations noted by Resident on or in any rental payment shall be null and void.

e. Landlord will not accept personal checks after the 5th of the month.

Administrative and Rekeying. The administrative and rekeying fee chargeable under Section 23.3.b shall be \$450.

Keys. An apartment key will be issued to each Resident. In the event replacement keys are needed, a new key will be issued to the Resident upon payment of a key replacement fee. Likewise, the Resident will report immediately any lost, stolen or damaged key to Landlord. There shall be no locks installed by the Resident without Landlord's prior written approval.

Lock Outs. In the event Resident is locked out of his apartment or bedroom during other than regular business hours and requires Landlord's assistance to gain reentry, Resident shall pay to Landlord a Lockout Fee which amount will be added to the Resident's ledger, and shall be paid to Landlord within 24 hours of such service.

Security and Safety Devices; Smoke Detectors and Carbon Monoxide Detectors. Residents maintenance and landlords liability regarding fire extinguishers is the same as those set forth for smoke detectors and carbon monoxide detectors.

Internet/Cable. For policies regarding internet/cable service, please see the Community Handbook.

General. Resident must use utilities in a careful and conservative manner. Residents must keep all utilities to the Apartment active; Residents cannot turn off Resident's utilities if Residents leave, even for vacation. Resident must maintain the temperature in the Apartment within ten degrees (10°) of seventy-two degrees (72°) at all times unless there is emergency weather (as described below) and will not to run air conditioning while windows are open.

Emergency. Residents must first call 911 in case of fire and other life-threatening situations. Landlord offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 50 degrees F, no A/C when the outside temperature is above 85 degrees F, no electricity, refrigerator/freezer not cooling, and no hot water.

Emergency Weather. Unless Landlord instructs Residents otherwise, Residents must, for 24-hours a day during freezing weather, (i) keep Unit heated to at least 50 degrees F, (ii) keep cabinet and closet doors open; and (iii) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, Residents must keep Unit cooled to a temperature no higher than 85 degrees F. Residents are liable for damage to both Landlord's and Residents' property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to Residents' violation of these requirements.

Utility Loss Recovery Fee. If Landlord must pay for any costs/repairs because Residents do not activate or pay for any utility under Residents' name, or if Residents disconnect any utility before the Lease end date, then Residents must reimburse Landlord for such amount and pay a Utility Loss Recovery fee of \$50.00.

When we may Enter. Without limiting any rights of Landlord provided in this Lease or pursuant to applicable law but subject to the requirements of applicable law, Resident hereby agrees that Landlord shall have the right to inspect the Premises no less than once every three (3) months during the Term.

Subletting, Transfers, Relocation and Replacements. Landlord's written consent may be given or withheld in Landlord's sole discretion. Providing notification to the Landlord does not modify or amend the terms and conditions of this Lease, release the Guarantor, and does not guarantee that an acceptable replacement Resident will be permitted. Replacing a Resident is allowed only when Landlord consents in writing. If Resident permits another person to live in Unit or provides a key to a person not named on this Lease, Resident will be in default of the Lease. If departing or remaining Residents find a replacement Resident acceptable to Landlord before moving out and Landlord expressly consents to the replacement, then:

Such substitute Resident will be obligated to the standard application fee, which shall be immediately due and payable;

The departing Resident must pay for all damage to the Unit and the Property as provided in this Lease;

The replacement Resident must meet the Rental Qualifications Criteria and Acknowledgement;

The replacement Resident must fully complete and execute a new Lease and all addenda, and cause a new Guarantee to be executed and delivered; and

A rekeying fee will be due if rekeying is requested or required.

Holdover. If Resident holds over and continues in possession of the Premises or any part thereof after the expiration of the Lease and notification to vacate, without Landlord's written consent, Landlord may recover possession of the Premises in accordance with state law. If Resident's holdover is willful and not in good faith, Landlord may also recover an amount equal to not more than three (3) months' periodic rent or the actual damages sustained by Landlord, whichever is greater, and other amounts permitted by applicable law.

Attorney's Fees. To the extent permitted by applicable law, Resident hereby agrees that Resident will reimburse Landlord for all of Landlord's costs, fees and expenses, including attorneys' fees and court costs, arising in connection with any default by Resident, as well as any action by Landlord for enforcement of this Lease or eviction of Resident or to collect on any claims or damages against Resident. Notwithstanding anything to the contrary in this Section or Lease, Landlord and Resident agree that the court shall award the prevailing party in any eviction, unlawful detainer, or action brought under this Lease contract their reasonable attorneys' fees and costs.

GOVERNING LAW. This lease is governed by and to be construed in accordance with the laws of the state in which the Property is located, and the ordinances of the city and county in which the Property is located, and any actions brought with respect to this Lease shall be in the courts of such county.

WAIVER OF JURY TRIAL. Except for eviction proceedings, Landlord and Resident hereby expressly waive any right to trial by jury of any claim, demand, action or cause of action arising under this Lease or any other related document, or in any way connected with or related or incidental to the dealings of the parties hereto with respect to this Lease or related document, in each case whether now existing or hereafter arising and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

RESIDENT DUTY TO NOTIFY. Resident shall, within three (3) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Notices and Checks Payable to and Service of Process on the Landlord must be made at the addresses shown on the first page of the Lease agreement. The failure of

Resident to make such notification in writing within the time prescribed shall constitute a total and complete waiver of said objection and shall not be alleged by Resident as any grounds for nonperformance of any provision of this Lease in a court of law or otherwise.

LIABILITY. To the extent permitted by applicable law, Resident agrees to release, indemnify and hold harmless Landlord and the Landlord Parties from and against any and all claims, suits, actions, losses, costs, liabilities, and damages, including, but not limited to, attorneys' fees (collectively, a "Claim"), for (1) injury or damage to persons, including death, and for damage to property resulting from or related to (i) Resident's occupancy of the Premises; (ii) any act or omission of Resident or their guests or invitees; (iii) any act or omission of the Landlord and/or any of the Landlords Parties, to the extent allowable by law; or (iv) Resident's use of any Property Common Area, facilities, amenities, shuttle or equipment (the "Facilities") which the Landlord may supply for use by the Resident; (2) any Claim by Resident (or other party) of a breach of this Lease by Landlord for which Resident failed to comply with the requirements of this Lease or for which Resident failed to comply with the Lease; (3) any Claim by Resident which is contrary to the terms of the Lease; and (4) a violation of a law by Resident or by Landlord, which violation was caused, in whole or in part, by an act or omission of Resident or Resident's guest or invitee (collectively, the "Releases").

Subject to the requirements of applicable law, in no event shall Landlord's liability arising under any claims, suits, actions, losses, costs, liabilities, and/or damages of Resident exceed the amount of payments of Rent from Resident to and received by Landlord.

ACKNOWLEDGEMENTS AND INDEMNIFICATION. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ THIS LEASE, THE RENTAL APPLICATION, AND THE RULES AND REGULATIONS GOVERNING THE COMMUNITY. RESIDENT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME. RESIDENT AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. RESIDENT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS, AND THAT RESIDENT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR ANY RELATED DOCUMENT IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY RESIDENT. NOTE: THE RULES AND REGULATIONS ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AND SHOULD BE INITIALED BY RESIDENT AND GUARANTOR AT TIME OF SIGNING.

BY SIGNING THIS LEASE CONTRACT, RESIDENT ACKNOWLEDGES THAT: (A) RESIDENT RECEIVED A DISCLOSURE FROM LANDLORD ABOUT LANDLORD'S APPLICATION FEES PRIOR TO RESIDENT SUBMITTING A RENTAL APPLICATION; (B) RESIDENT RECEIVED A RECEIPT FROM LANDLORD FOR ANY APPLICATION FEES AND DEPOSITS RESIDENT PAID AT THE TIME OF RESIDENT'S APPLICATION; AND (C) RESIDENT RECEIVED ANY STATUTORILY REQUIRED DISCLOSURES FROM LANDLORD REGARDING ANY KNOWN PEST CONTROL ISSUES AFFECTING THE PREMISES. RESIDENT AGREES THAT IF RESIDENT FAILS TO NOTIFY LANDLORD WITHIN TEN (10) DAYS OF EXECUTING THIS LEASE THAT RESIDENT DID NOT RECEIVE A COPY OF THE FULLY EXECUTED LEASE FROM LANDLORD, RESIDENT'S FAILURE TO NOTIFY LANDLORD SHALL BE CONSIDERED RESIDENT'S ACKNOWLEDGMENT OF RECEIVING A COPY OF THE FULLY SIGNED LEASE.

NOTICE OF INDEMNIFICATION
LANDLORD AND RESIDENT HEREBY ACKNOWLEDGE AND AGREE THAT THIS LEASE
CONTAINS CERTAIN INDEMNIFICATION OBLIGATIONS AND COVENANTS.

Signature of All Residents

Signature of Owner or Owner's Representative

EXHIBIT E - Fee Schedule Addendum - Westmar

This Addendum is attached to and becomes a part of the Rental Agreement and Lease (the “Lease”).

Lockout Fee	\$50
Re-Let Fee	\$450
Transfer Fee	\$450
Key Replacement Fee (Bedroom)	\$50
Key Replacement Fee (Apartment)	\$75
Key Replacement Fee (Mailbox)	\$25
Lock Change	\$50
Parking Pass Replacement Fee (if applicable)	\$50
Parental/Sponsor Guaranty Late Fee	\$100
Pet Waste Violation Fee	\$50
Abandoned Property Removal Fee	Market Rate
Double Occupancy Violation Fee	\$500
Unauthorized Guest Fee	\$500.00 Minimum
Unauthorized Pet Fee	\$100 (Naa Limit)
Property Rules and Regulations Violation Fee	\$50.00 Minimum
Utility Loss Recovery Fee	\$50
Smoking Fee	\$300

Upon vacating, the apartment must be left in good condition; completely cleaned, all trash removed, and the carpets vacuumed. Items found to be unclean or not in working order at time of inspection or upon move-out will be charged accordingly. The overall condition of the apartment will be compared to the condition listed on *Exhibit P - Unit Condition Inspection Checklist* in your Lease file. If you did not turn in your Unit Condition Inspection Checklist upon move-in, the apartment condition will be assessed based on normal wear and tear standards.

The prices below for the items listed are average prices only and will be charged for each instance that an item must be repaired, replaced or cleaned. If there is a variance in cost, you will be billed for the difference. Please note that this list is not intended to be all- inclusive. You can and will be charged for items not listed below, if they are found to have been damaged or are missing. Replacement or repair costs can also include labor or service charges.

Description	Amount	Description	Amount
Living Room		Doors	
Ceiling Fan	\$175.00	Bathroom	\$130.00
Ceiling Fan Light	\$65.00	Bedroom	\$130.00
Bedrooms		Entry	\$275.00

EXHIBIT E - Fee Schedule Addendum - Westmar			
Ceiling Fan	\$175.00	HVAC	\$110.00
Light Fixture (Globe)	\$65.00	Laundry	\$125.00
Bathroom		Patio Glass	\$295.00
Tub/Shower Enclosure	\$300-\$400	Closet Door Guide	\$5.00
Toilet	\$150.00	Door Stops	\$5.00
Toilet Seat	\$30.00	Shelvin g	
Shower Rod	\$17.50	Closet	\$20-\$100
Exhaust Fan	\$45.00	Bathroom	\$20-\$100
Mirror	\$30.00-\$75.00	Laundry Room	\$20-\$100
Medicine Cabinet	\$45.00	Vinyl Tile Floor	Market
Vanity	\$50.00-\$75.00	Carpet Repair	Market
Sinks	\$65.00	Carpet Replacement	Market
Towel Bars	\$25.00	Balcony or Patio	
TP Holder	\$15.00	Ceiling	Market
Appliances		Cement	\$50-150
Range	\$600.00	Light Fixture	\$45.00
Vent Hood	\$110.00	Siding	Market
Vent Fan	\$30.00	Support	Market
Vent Filter	\$5.00	Railing	Market
Drip Pans	\$5.00 each	Locks	
Refrigerator	\$800.00	Lock Change	\$50.00
Ref. Shelf/Drawer	\$45.00	Keys	\$15 -\$50
Ice Maker	\$110.00	Remote	\$75.00
Microwave	\$200.00	Lock Out Fee	\$50.00
Sinks	\$65.00	Screens	
Dishwasher	\$300.00	Window	\$45.00
Disposal	\$85.00	Balcony Door	\$295-\$450
Washer	\$300 -\$500	Windows	Market
Dryer	\$300-\$500	Blinds	
Cabinets	\$50-\$75 each	Small	\$35.00
HVAC Vent	Market	Large	\$65.00
Counter Tops		Vertical Patio	\$110.00
Kitchen	\$250-\$1500	Sheetrock Repair	\$50-\$150
Bath Vanity	\$200-\$650	Carpet Stains/Repairs	\$35-\$150
Safety Equipment		Cleanin	

EXHIBIT E - Fee Schedule Addendum - Westmar			
		g	
Fire Extinguisher	\$75.00	Full Clean	Market
Smoke Detector	\$45.00	Partial Clean	Market
Furniture		Paintin g	
Couch (if applicable)	\$500.00/each	Touch Up	\$25.00
Love Seat (if applicable)	\$250.00/each	Wall	\$60.00/ wall
Side Chair (if applicable)	\$200.00/each	Full Paint	Market
Dining Table (if applicable)	\$250.00/each	Smoke Remediation	
Coffee Table (if applicable)	\$150.00/each	Smoke Remediation	Market
Dining Room Table Chairs (if applicable)	\$75.00/each		
Bar Chairs (if applicable)	\$75.00/each		
End Tables (if applicable)	\$50.00/each		
Entertainment Center (if applicable)	\$300.00/each		
Desk (if applicable)	\$200.00/each		
Desk Chair (if applicable)	\$50.00/each		
Drawers (if applicable)	\$150.00/each		
Bed Frame (if applicable)	\$350.00/each		
Mattress (if applicable)	\$200.00/each		
Night Stand (if applicable)	\$50.00/each		
Headboard (if applicable)	Market		

Westmar Student Lofts - GUARANTOR WAIVER FEE ADDENDUM

This Addendum is attached to and a part of the 07/23/2023 Lease Agreement. In consideration of the Resident's payment to the Owner of a Guarantor Waiver Fee ("Guarantor Waiver Fee") with each monthly installment payment in addition to all other amounts owed under the Lease Agreement in the amount of \$ 50.00 (which shall not be prorated for any partial month), the Owner hereby waives any and all obligations of the Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. This waiver does not constitute insurance. The Owner is not an insurance company nor an insurance producer. The Owner is merely waiving, in consideration of the Guarantor Waiver Fee, the obligations of Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. The Guarantor Waiver Fee shall not be prorated for any partial month(s) and shall be posted to Resident's account with any installment payment due covering any period(s) of time when the Resident has not provided and maintained all required documentation pertaining to a qualifying third-party guarantor acceptable to Owner.

Resident acknowledges and understands that Owner may elect to purchase third party insurance to indemnify, protect and insure Owner against risk of loss from a default by the Resident under the Lease Agreement, which loss may have been avoided had the Resident provided a qualifying third-party guarantor acceptable to Owner. Resident acknowledges and understands that in the event that a third-party insurer makes a payment to Owner as a consequent of a default by the Resident, the insurer will be subrogated to Owner's right to be paid such defaulted amounts and Resident expressly agrees to pay or reimburse insurer for the amounts paid by the insurer to Owner related to such default, together with any costs of collection, including reasonable attorney's fees.

I HAVE READ AND AGREE TO THE TERMS OF THIS ADDENDUM.

Resident Signature

Owner or Owner's Representative

EXHIBIT S - RENTPLUS LEASE ADDENDUM

This Lease Addendum for RentPlus (hereinafter "Addendum") is hereby entered into, on the date first identified below, by and between Cardinal Group Atlanta 1, LLC (hereinafter "Management") and Olivia L Wright (hereinafter "Resident"), the leaseholder for the premises known as Westmar Student Lofts.

Upon execution of this addendum, Resident shall be enrolled in RentPlus, a credit reporting and financial tool offered by Simplified Business Group, LLC d/b/a Rent Dynamics, a Utah limited liability company that is not affiliated with the Owner or Management ("RentPlus"), that reports the timeliness and completeness of Resident's rent, utility, and other payments due under the Lease Agreement and this addendum. After the first month of RentPlus services, Resident will be charged a financial services fee of \$9.00 per month. In the event that there are multiple signers of this addendum, each signer will be separately enrolled in RentPlus for a combined fee of \$14.95 per month. Resident may opt out of RentPlus at any time, for any or no reason, by logging in at my.rentplus.com/login and clicking on Account Settings, by calling RentPlus at 855-388-5314, chatting Customer Support at rentplus.com, or by sending written notice of termination to RentPlus at RentPlus, 91 S 700 E, Logan UT 84321 - Attn: RentPlus Service Change. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at www.rentplus.com/terms-of-use.html. The RentPlus services and fees may be altered, changed, terminated, or otherwise modified by RentPlus with thirty (30) days' advance notice to Resident. Resident(s) hereby acknowledge that Management will provide the above-described payment information to RentPlus and that Resident(s) will be enrolled in RentPlus.

Resident(s) hereby acknowledges that the RentPlus services are offered and provided by RentPlus, not by Management. Resident(s) agrees that Management shall have no liability to Resident(s) for any matter related to the RentPlus services. Resident(s) hereby agrees to fully and forever unconditionally waive, release, discharge, hold harmless, and defend and indemnify Owner and Management from all damages and liabilities that Resident(s) may suffer or sustain based on participation in the RentPlus program or otherwise related in any way to the RentPlus services.

Welcome to your Cardinal Group Community!

Thank you for choosing «property_name» as your new home. It's exciting for us to know we can help get the most out of your experience by providing you with the best possible living conditions and environment. It is our goal to ensure **you** are satisfied at all times, and doing so will require a cooperative effort between us, our on-site team and you. Please take the time to read this handbook so that we are all working together to uphold the safest, cleanest, and most inviting community possible. The handbook covers all general and overarching policies, while the Addendum will include community specific rules unique to your community.

The contents of this handbook are an extension of the policies and guidelines of the Rental Agreement and Lease "***Lease***" and *are subordinate to the terms and conditions of the Lease*. The handbook simply elaborates on the rules, responsibilities, and terms of the Lease, as well as outlines procedures and protocol for certain events and circumstances that may arise. It is important that you read and are familiar with the handbook's content as you are held responsible to its terms and policies by signing the Lease. Some situations may be outside the scope of this handbook, and therefore, we reserve the right to change its contents as we believe necessary, and if applicable we will notify you and the community. If you need additional information or have questions, please do not hesitate to ask someone from your on-site staff.

When reading through the handbook, be aware of the terminology used. Any term defined in the Lease will retain its meaning. Therefore, "you" and "your" refer to the Resident(s) on the Lease, and "we", "us", or "our" refers to Landlord and its agents.

Lastly, we encourage all of our residents to purchase renter's insurance. It is an important way to protect yourself against damages or theft of personal property and property damage that may occur at the community.

Please feel free to contact us if you have any questions or concerns relating to the Lease, the Handbook, or any other subject matter.

We look forward to serving your needs,

Cardinal Group Management

TERMS OF TENANCY

The following section is intended to help explain important aspects of the Lease and answer common questions concerning its terms and conditions.

1. **Right to Privacy:**

Management will not give anyone permission to enter your apartment without prior written notice, nor will any resident's phone number or personal information be given to anyone without consent. However, there are exceptions to when our staff has consent to enter your home without written consent, this may include, but is not limited to:

- Emergencies
- If you have abandoned your unit
- To perform necessary maintenance
- To perform agreed upon services
- To show prospective renters, purchasers, contractors, or other person(s) the apartment
- Health and safety inspections
- Any other situation permissible by law
- Entering into our roommate matching platform: Resident authorizes Landlord to provide Resident's phone number and email address to prospective roommates in the Roommate Matching Program

2. **Late Rent and Returned Checks:**

You will be charged a late fee(s) according to the terms of the Lease if your rent check is late or returned. Rent is only considered on time if it is **received** by or before the end of business as explicitly described in the Rental Agreement and Lease. A non-sufficient funds fee, plus any applicable late charge(s), will be assessed on all checks returned by the bank. Returned checks must be redeemed by money order or cashier's check within the number of days specified in the written notice you will receive from us. After **two** returned checks, we will no longer accept personal checks from you for rent payment or any other charge(s), and you will be required to pay by bank check, money order. If you have any outstanding invoices and state law permits, your current month's rent payment will be allocated to those charges, and late fees will be assessed to your current rent if it is not paid in full.

3. **Keys and Key Release:**

Any keys or other entry devices given to you by management are intended for **your** use only. Duplicates are only to be made by Management, and all entry devices are to be returned at move-out. You are prohibited from changing locks or in any way denying Management entry into your unit. If you require us to provide you with a replacement key(s), a fee or our actual expenses will be assessed. You are prohibited from providing anyone not on the lease with a key unless authorized by Management and properly documented by the submission of a **Key Authorization Form**. We respect your privacy and will follow the guidelines concerning staff entry into your unit.

4. **Utilities:**

The Lease specifies which utilities, if any, are included in your rent payment. You are responsible for all utilities not explicitly defined in your Lease as being included in your Rent payment, per All-in-One Utility Addendum:

- **Contacting the utility company and putting the bill in your name.**
This must be done within one business day of move-in. The move-in package contains contact information for the utility companies. You are responsible for reimbursing management for any usage charges incurred for not putting the account under your name within one business day of move in, as well as paying us our actual expenses or a fee assessed by Management for not completing this task. This is only for utilities NOT included in your rent. Refer to your Lease for what utilities are and are not included.
- **Submitting payments directly to the utility company for all charges billed.**
Management will have no participation in the communications between you and the utility company or a third-party vendor that collects utility payments or overages. You are completely responsible for any and all interactions related to the utility company, including, but not limited to, billing, payments, and maintenance.
- **Canceling the utility service at the end of the lease term.**
It is your responsibility to contact the utility provider and have the utility removed from your name. You are not permitted to cancel the service prior to the end of your Lease. You are responsible for reimbursing management for any usage charges incurred for taking the utility out of your name prematurely, as well as paying a fee or actual expenses assessed by Management for doing so.

There may be community specific arrangements where your Lease explicitly denotes that you are responsible for reimbursing or paying Management directly for utilities. In this situation,

you will be responsible for making timely payments subject to late fees. If applicable, you and your roommates are jointly and severally liable for these payments.

If available, you may upgrade the community provided cable and/or Internet package at your own expense, but you must first obtain our written consent. In this instance, you will be responsible for contacting the cable provider and coordinating any service calls and installation.

We are very mindful of the need to be “green” and when it comes to energy consumption and environmental responsibility. We explore many ways to reduce our energy footprint and ask our residents to do the same. Simple things like turning off lights when not in use, conserving water and adjusting your thermostat go a long way to saving you money and helping out Mother Nature.

5. Reletting Policy:

“Reletting” - what does that mean?? Reletting is simply finding someone else to take over the terms of your Lease by signing it over to them. Please review your Lease for terms regarding applicable relet fees, transfer fees, and Lease liability. Before you do that, there are a few things to know:

You are still bound by the terms of the Lease and are not permitted to cancel it prematurely. Not all communities allow reletting, and those that do, are not always successful in finding a replacement resident.

The new resident and new guarantor will need to be approved by management before the reletting process is complete and relieves you of your Lease agreement. A new Lease and a new Guaranty Agreement must be completed and submitted. Furthermore, the standard move-in and move-out procedures will be performed. The new resident must inspect the apartment, note all damages on the Unit Condition Checklist and accept the apartment. The new resident will be required to pay a new security deposit, application fee, prepaid rent, and all other applicable fees and deposits.

Once all of these conditions have been met, the effective date of the transfer will be the date the new resident moves in (“Effective Date”). You will be refunded your security deposit, less any deductions for damages, cleaning or other charges associated with the Lease. You and your guarantor will remain financially liable for all charges incurred until the Effective Date and will be released from all obligations under the Lease which arise after the Effective Date. You should ensure that the new resident successfully switches all utilities payable from your name to his/her name. If you pay a reletting fee for a transfer that is unsuccessful, you will receive a credit toward future rent payments.

6. Transfer Policy:

You may transfer to a different bed space or unit within the community provided the following conditions are met:

- The current balance on your account is paid in full.
- All damages are paid after your apartment is inspected.
- Assessed **Transfer Fee** is paid.
- A new Rental and Lease Agreement and all Addenda with new lease dates, rental amounts, and other updated terms is signed.

7. Roommate Remediation:

An internal conflict between you and your roommate(s) is **not** grounds to terminate the Lease. Management is not responsible for resolving these conflicts. If needed, we will assist you in formulating an appropriate resolution; however, it is up to you to ultimately resolve the conflict. If you cannot resolve the issue(s) and decide one person needs to move to a new unit, all applicable transfer fees will apply. If the conflict involves more than just personal disagreements, such as any illegal activities, law enforcement personnel should be involved to the extent needed. On-site staff are not law enforcement officers and cannot resolve such matters. Management will make all efforts to assist in assigning roommate(s) that match your living habits, but disputes are equally common among friends as they are with assigned roommates. Residents are expected to handle these conflicts maturely and only involve management once all conflict resolution efforts have been exhausted.

8. Guests:

Guests must abide by ALL policies outlined in this handbook. You are solely responsible for the actions of your guests as well as informing them of the rules and regulations of the community. If a roommate is violating this policy, you may inform management for help in resolving this issue. Except as otherwise required by applicable laws, occupation of the Resident's bedroom shall be restricted to the Resident exclusively, excepting Resident's occasional overnight or Weekend guest. The occupancy of the Premises by an unauthorized guest in excess of seven (7) days during the Term shall be deemed a breach of this Lease, and Landlord, where legally permitted, shall be entitled to recover from the Resident and guest (whose liability shall be joint and several) a fine in an amount equal to the amount of Rent being paid by Resident, except as prohibited by law, which fine shall be in addition to any other amounts owing to Landlord by Resident pursuant to this Lease.

9. Vacant Bedrooms:

Vacant bedrooms are to be locked and unoccupied at all times. If we discover that a vacant bedroom has been broken into and is being occupied or used, you and your roommates will be assessed rental payments from the date of the last inspection to the date of us finding out of the situation. If applicable, you will be liable for all repairs and damages. This action may be referred to the police department as breaking and entering. (This policy applies to the “rent-by-bed” lease structure. In “rent-by-unit” communities, residents have full access to their apartment and extra bedrooms can be used at your discretion).

10. Permits:

Resident may not park any vehicle on the Premises unless Landlord and Resident execute a Parking Addendum (Exhibit H - Parking Addendum), allowing the Resident to park a vehicle on the Property. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the Property at any time. Resident may not make repairs to automobiles on the Property.

All parking rules and regulations will be enforced per the terms of the Lease or any parking addendum, including the duration the parking permit is valid. Please comply with the following parking rules:

- 1) One parking permit will be issued per resident (no exceptions).
- 2) Parking on the grass will result in additional fees and/or towing.
- 3) Parking in the fire lanes is against city ordinance.
- 4) No parking in front of the dumpsters.
- 5) Do not take up two spaces with one car (double park).
- 6) Handicap parking with permit only
- 7) Guests may park in Visitor Parking only. Residents may not park in Visitor Parking (only in communities where visitor parking is restricted).
- 8) All residents must have a parking sticker displayed in the lower front windshield of the passenger side or hung from the rearview mirror.
- 9) Parking stickers must be displayed in vehicle it is registered to.
- 10) To replace a lost parking sticker, there is a replacement fee.
- 11) If a new vehicle is to be brought on property, the old sticker must be returned to the office before a new sticker is issued.
- 12) Upon moving out, parking stickers must be returned to the office, or there will be a fee assessed to your account.

We reserve the right to revoke a parking permit for any reason. Guest parking permits may be required and are only valid for the duration clearly designated by the permit. We assume no responsibility for any damages that occur to a guest's vehicle while it is parked at the community. Please see the Addendum for community specific parking rules. Landlord may tow, at Resident's expense, any vehicle determined by Landlord to have been abandoned or parked in violation of this Lease, the Parking Addendum, other property parking regulations or otherwise in violation of law.

11. Pets:

Pets may or may not be allowed at your community, however, pets are only permissible if they have been authorized by management during the signing of your Lease. All pet fees will be outlined in the Lease. If mandated, a Pet Deposit will be submitted upon the signing of your Lease. **BEFORE** you acquire a pet while living at the community, you must:

- Notify management immediately for approval
- Pay the applicable pet fees
- Submit a signed pet addendum.
- Gain written consent from all your roommates. If the consent of your roommates is not granted, then you are not permitted to apply for permission to house a pet. Community specific, the opportunity to transfer to a pet friendly unit or a single bed unit may be an option. In addition, all relevant transfer fees will be assessed.
- Exceptions to the Pet Policy may apply to assistance animals for medical need.

The following guidelines and regulations will be honored and enforced in relation to having an animal in your unit. These only apply to communities that allow animals:

- Animals must be registered and inoculated in accordance to local laws, and they must wear proper identification tags if required.
- Animals must be kept on a leash and adequately supervised when on the community premises. You are completely responsible for and liable for any damages or injuries caused by your animal.
- If designated by management, you must comply with any rules outlining acceptable areas to walk your animal. You are responsible for cleaning up after your animal. Violation fees may be applicable per the terms of your Lease.
- Some communities may have “dog parks” and residents must follow all posted rules for their dogs.

II. MAINTAINING YOUR UNIT

1. **Patios/Balconies/Windows :**

If you have a patio or balcony, you must keep them clean. They are not to be used for storage and heavy or unsightly items are strictly prohibited. Only outdoor furniture and related items are to be used to furnish them. Grills are strictly prohibited on patios or balconies. No unsecured plants may be permitted on the ledges or protruding from the railing. Please be aware of the maximum amount of people permitted on a balcony at any one time. The storage of bicycles on patios and balconies is subject to approval by management.

2. **Flags and Signs:**

Signs and banners may not be hung from patios, balconies, windows, or any other area that would be visible from the exterior without prior approval by management. We permit American flags and University specific flags to be flown tastefully. Management retains the right, in their sole discretion, to determine the definition of “tastefully.”

3. **Antennas / Satellites:**

Installation of antennas or satellites outside your apartment is prohibited unless management approves it in writing ten days prior to installation. If you wish to install a satellite, you must send in a written notice to management to be approved before installation. You may be asked for an additional security deposit which must be submitted prior to installation. The satellite must be installed within the confines of your apartment and its patios or balconies. The installation of the satellite cannot require drilling holes or any other damaging means of attachment. You must submit proof of insurance prior to installation that covers you against the liability of potential injuries or damage caused by the satellite or antenna. Not all apartments are positioned for satellite reception. You may not transfer apartments on the grounds of acquiring better positioning for satellite reception.

4. **Windows and Doors:**

It is prohibited to obstruct your apartment's windows and doors. Doors and windows are considered fire escape routes and it is essential for safety that they are passable in case of an emergency. Do not remove the blinds already installed in your apartment. If you alter the appearance of your windows (i.e. draperies, curtains, or blinds), you must restore them to their original state prior to the end of the Lease, and you will be liable for any damages or expenses resulting from the alteration. Besides blinds and drapes, nothing can be placed over your windows or in the window sills that can be seen from the exterior of your apartment (i.e. aluminum foil, cardboard, signs). You are responsible for any damages caused by leaving your windows or doors open.

5. **Exterior Decorations and Alterations:**

It is prohibited to make any structural changes or additions to the exterior of your apartment, which includes balconies and/or patios. Welcome mats are permitted; however, management reserves the right to ask for the removal of any decoration that is deemed distasteful or unwarranted.

6. **Interior Decorations and Alterations:**

Your apartment is your home and we want it to feel like it. Before you nail holes in the walls and tape posters up, there are a few things to consider: Interior decorations are encouraged, granted they do not cause damage, are permanently attached, or compromise the comfort of your roommates. **Stickers, glow in the dark stars, sticky tack, and other adhesives are prohibited.** You are responsible for the damages caused or labor required to restore walls, ceilings, cabinets, or doors to their original state caused by such substances or products. You must obtain written permission from management to do any repairs, painting, wallpapering, carpeting, or make any other alterations. **You are responsible for returning the interior of your apartment back to its original condition.** Prior to moving out, all hooks, nails, tacks and the like must be removed from all walls, ceilings, and doors. You are responsible for the expenses required to restore the walls, ceilings, and doors to their original condition.

7. **Mold / Mildew Prevention:**

You acknowledge that it is your responsibility to provide appropriate climate control, keep the apartment clean, and take common sense measures to prevent mold and mildew from accumulating in the apartment. You agree not to block or cover any of the heating, ventilation, or AC ducts in the apartment. If you notice any indication of the presence of mold that can't be cleaned with a common household cleaner and towel, a water leak, malfunctioning of any heating, ventilation, or AC systems, or inoperable windows, **please notify management immediately.**

8. **Prohibited Storage Areas:**

Aside from balconies and patios, it is also prohibited to use public areas, such as walkways, hallways, or entryways for storage. In addition to the aforementioned areas, certain in-unit areas should not be used for storage, such as utility closets that contain water heaters, AC units, and other equipment. If you use prohibited areas as storage, your possessions may be impounded and can be redeemed only with submission of a signed Resident Storage acknowledgement form and payment of the relevant fees based on the *Exhibit E Fee Schedule*.

9. **Waste Management:**

We know you want a clean community as much as we do and we would appreciate your collaboration in keeping the community free of litter. It is your responsibility to properly dispose of trash bags and other garbage into the community dumpsters or trash collection areas. Do not place any forbidden (paint, chemicals, motor oil, etc) or hazardous materials in the trash receptacles. Additionally, Resident may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the building, or on the patio or balcony, unless a trash collection service is expressly provided. We reserve the right to

impose Lease violations for violation of any Waste Management rules, as specified in Exhibit E - Fee Schedule Addendum. If the dumpsters are full or overflowing, please contact management immediately, and they will arrange for removal as soon as possible. Trash pickup days vary by community so please see management for more details.

10. **Freezing Weather:**

If freezing weather is expected, open the cabinet doors under the kitchen and bathroom sinks so that the exposed plumbing fixtures do not freeze. See the next paragraph for freezing weather tips if you are going to be away from your unit during this time.

11. **Extended Leave Check List:**

If you are planning on leaving for an extended period of time, such as during a holiday break, and your unit will be empty, it is your responsibility to perform the following precautions to avoid any undue damage and distress during your absence:

- **Set the thermostat to at least 55 degrees during the winter if freezing weather is possible.** This is to avoid damages occurring to the unit or your personal possessions due to pipes freezing. If you fail to take this precaution, you may be liable for damages to your apartment and any other affected areas.
- Leave emergency contact numbers with the office.
- Secure or travel with any valuables.
- Make sure all windows and doors are locked.
- Do not leave any indication that you will be away for an extended period of time, such as a note or an answering machine message.

12. **Reporting Service Requests:**

Requests for maintenance to your unit should be submitted **as soon as the issue is brought to your attention**. This is to help ensure we can maintain your comfort and convenience, as well as to prevent the situation from worsening or causing other issues or damage. You can report service requests directly to the Community Manager, the management staff or visit the community's website and place work-orders there. On-line work orders are the timeliest way to submit work orders and we encourage residents to use this resource. Emergency requests should be placed via phone.

13. **Emergency Unit Response Service:**

All communities offer a **24-hour emergency maintenance report service**. The phone number will be provided to you during move-in and will be available and posted in the management office. Please use your best judgment when determining the severity of a situation. The following list is an example of common emergency situations:

- No heat or AC when temperatures are less than 50 degrees or higher than 85 degrees.
- Utility failure such as no water, electricity, or gas.
- Overflowing toilet that will not stop overflowing when water has been shut off
- Broken water pipes, leaks, and severe back-ups.
- Malfunction of an essential appliance. (Does not include microwave or dishwasher - please report these as routine service requests)
- Lock-outs:
Note: If you lock yourself out of your unit and your roommates can not help you access your unit, notify management of the situation. You will be asked to provide photo identification before gaining entry into your unit. A fee of \$50.00 or our actual expenses and damages will be assessed for lock-out requests that occur outside regular business hours.

III. COMMUNITY GUIDELINES & RULES

Each community has its own particular set of rules and guidelines depending on community configurations, amenities, parking, units and the like. However, in general, management is responsible for, and has the authority to uphold the rules and guidelines associated with the community. Illegal and criminal activities are strictly prohibited within all communities. Noise, privacy invasion, and other resident complaints will be investigated and dealt with on a case-by-case basis. Any action in direct violation of a Lease is punishable by fine, where permitted by law, as specified in *Exhibit E - Fee Schedule Addendum*, the rules outlined in the Lease and in certain circumstances, immediate termination of tenancy.

It is required that all residents are mindful of the responsibilities and limitations of community style living. Each resident is entitled to the rights and opportunities outlined in their Lease, including the right to privacy, right to access and use of community amenities, and the right to certain personal comforts such as, but not limited to, a reasonable noise level and a safe environment. Management is committed to assisting all residents; they are required to uphold the guidelines of their community in order to ensure that their residents have a pleasant and enjoyable living experience.

1. **Office Hours:**

The office operates according to standard business norms and honors most holidays. Signs and other notices will be posted when the office will be closed. They will contain information when the office will resume operations as well as the contact number for maintenance emergencies.

2. Mail Delivery and Package Release:

The mailbox is to be used jointly by all the Residents assigned to Resident's Unit. Packages may be received at the office. However, Landlord takes no responsibility for lost, damaged or stolen property left with the office. If Resident decides to have packages dropped at the office, Resident is doing so at Resident's own risk. Landlord encourages all Residents to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. Landlord reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if Landlord is not comfortable accepting a particular package.

If the Postmaster serving the Community has instituted or begins instituting during this Lease "single drop delivery", Landlord will place Resident's mail in the mail box, but assume no liability for misdelivery, delays in delivery and/or failure of delivery.

3. Solicitors:

Door-to-door solicitors are not permitted in the community. Please notify management if you notice or are confronted by a solicitor.

4. Recreational Facilities and Amenities:

Your community may offer an array of "Common Areas" and recreational amenities. We offer these amenities in an effort to strengthen the sense of community and to provide you with an opportunity to enjoy on-site activities. It is important to respect the facilities and equipment, and to respect other residents who want to enjoy them as well. As a resident of the community, you are responsible for knowing and following the rules of each particular amenity. Resident agrees that Resident will be responsible for any damages to any Common Areas caused by Resident or Resident's guests or invitees. Resident and Resident's guests or invitees shall use the Recreational Facilities and Common Areas at their own risk.

Rules and regulation infractions can result in fines, as permitted by law, as specified in *Exhibit E - Fee Schedule Addendum*, or restrictions management deems necessary, which may include the barring of further use of the facilities. We are not responsible for accidents, injuries, or lost or stolen items that occur when utilizing the facilities. Certain recreational activities require particular equipment for participation. If available, you can check out the equipment at the management office. You will be required to provide an adequate form of identification to use as collateral.

I. Pool / Spa Area Rules:

- **Use the pool at your own risk.**
- **There are no lifeguards on duty at any time.**
- You must abide by all rules posted within the Pool Area.
- No running is permitted within the pool area.
- No intoxicated persons shall be allowed in the pool or spa.
- A responsible adult must accompany persons under the age of 12 at all times.
- Animals, except for service animals and assistance animals, are not allowed anywhere in the pool area.
- All guests must be accompanied at all times by the resident. No more than two (2) guests are allowed at one time unless you have prior approval from management.
- No food or drink allowed in the pool.
- You are responsible for cleaning up your trash.
- Glass is strictly prohibited within the confines of the pool area.
- The pool area is only accessible during the posted hours of operation.
- You must shower before entering the pool or spa.
- You are responsible for any damages that occur on behalf of your guests' actions.

II. Fitness Center Rules:

- Consult with your physician before participating in physically inclined activities.
- Some communities may require you to wear your Community ID while in the Fitness Center
- Read the instructions and clearly understand how to operate any fitness equipment.
- Only one guest per resident is permitted.
- Pets are not allowed.
- No wet clothing allowed in the fitness room.
- You must accompany your guest during work-outs.
- Persons under the age of 14 should be accompanied by an adult
- Wipe down equipment after you use it.
- Do not attempt to repair or remove any fitness equipment.
- Notify management of malfunctioning equipment.

III. Basketball, Tennis, and Volleyball Court Rules:

- Do not use the equipment in any manner other than it is designed to be used for. Damage to the equipment may be charged back to residents if they are identified as causing it.

- Abide by community rules concerning waits and sharing the courts.
- Motorcycles, bicycles, tricycles, skateboards and skates are not permitted on the court surface.
- Loud music is prohibited.
- In case of emergency, dial 911.

IV. Clubhouse and Entertainment Room Rules:

- Abide by all rules posted within the clubhouse or other entertainment / common area.
- No alcoholic beverages or smoking allowed in the clubroom.
- No wet clothing permitted in clubhouse.
- The area may be monitored for security purposes.
- Lease violations will be enforced and legal action will be taken if necessary.
- Do not abuse or misuse any equipment.
- If you check out any equipment, you are solely responsible for returning it.

V. Computer Labs and Study Rooms:

Computer labs are available for your convenience. They offer you the opportunity to access the Internet, print documents and complete projects using the software already installed at each station. Please use common sense when determining if a potential act would be encouraged or not. Explicitly prohibited acts include downloading or installing any software onto the hard drive, viewing inappropriate or pornographic material, and soliciting or pursuing a personal business endeavor using a community lab computer.

Rules:

- Computer labs are only to be used during the hours determined by management. They will be clearly posted around and in the computer lab.
- No food or drinks are permitted in the computer lab.
- These areas are intended for studying and group meetings. Please use “library etiquette” for noise and commotion.
- Documents are to be saved on Resident’s own storage device and not on the hard drive.
- Documents saved on the hard drive will be deleted.
- Resident must provide paper.
- Guests are not permitted.

Please be aware that computer labs are monitored and you will be responsible for any damages caused to the equipment. Also note that we are not responsible for any inconveniences you experience while utilizing one of the community’s computers. We are not responsible for any lost data, corrupted files, or any issue due to loss of privacy. You are susceptible to the same risks as you would be using any public computer, and you are responsible for any activities that occur while you use one.

VI. Tanning Bed / Dome Rules:

Use of the tanning facility by you is subject to the following:

- You must be 18 years of age, or older. If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
- Your failure to use eye protection made for indoor tanning may result in permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines, or birth control pills.
- If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- If you are pregnant, you should consult a physician before using a tanning device.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using the tanning device.
- You may only tan 1 time within a 24 hour period.
- You may only use tanning lotion or oil that is for indoor use ONLY! If we find that you are using outdoor lotion we will give you one warning and if we find it again you will be banned from tanning.

I acknowledge that I have read and that I understand the foregoing warning. On behalf of myself and my family and heirs, I assume the risk, and therefore hold Cardinal Group and the property Owner, and its employees harmless, for any injury (including death) or accident, which relates to the use or misuse of the tanning device.

7. Laundry Area:

Laundry facilities may be available for your convenience. Though they may be monitored for security purposes, we are not responsible for any damaged, lost, or stolen articles of clothing. Please be considerate of other residents when utilizing the laundry facility. Do not leave clothes in the machines as other people may be waiting to use them.

8. Noise Policy:

Living in an apartment community is an opportunity to be a part of a social environment while still being able to enjoy your own personal space and comfort. At times, communities will be very active due to the amount of residents residing there as well as the opportunities offered within the community. However, residents are required to not cause undue, excessively loud noise levels that may disturb other residents. All radios, televisions, stereos, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time. We will investigate any complaints we receive concerning excessive noise levels.

Landlord reserves the right at any time to fine Resident, where permitted by law, contact guarantors, or declare Resident in violation of the Lease due to excessive noise and disturbances, in the amount(s) specified *Exhibit E - Fee Schedule Addendum*. Landlord and/or its agents on duty are the sole judge(s) of excessive volume rises, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to Landlord or Landlord's representative immediately. Resident waives all rights to privacy when noise coming from Unit is so loud that Resident is unable to hear Landlord knock. Resident will be found in violation of this Lease and will be subject to fine(s), in the amount(s) specified in *Exhibit E - Fee Schedule Addendum* and other disciplinary action if Landlord receives notice from the Police Department that noise levels were excessive.

9. Party Policy:

Social gatherings are permitted. However, any activities that pose a potential safety threat or could cause damage to the interior of your unit or any other aspect of the community are strictly prohibited. Landlord or its agents may make periodic inspections of Resident's units in order to ascertain any physical problems and also to ensure that Landlord's property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.), or contraband is found, it will be removed by Manager's personnel immediately and Resident(s) of the unit may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. Resident(s) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines in as specified in *Exhibit E - Fee Schedule Addendum* and possible eviction per the Community's Rules and Regulations. No warning notice will be given and fines and/or eviction, where permitted by law, may be assessed at the Landlord's discretion.

You are responsible for any damages caused by your guests. We will report any criminal or illegal activity that occurs during parties. You are prohibited from disturbing or disrupting other residents due to the noise level caused by you or your guests during social gatherings. Also, you are prohibited from hosting events that provide opportunity for damage to occur to the property. In particular, you must recognize the following guidelines as being rules that if broken are punishable by fine, where permitted by law, as specified in *Exhibit E - Fee Schedule Addendum* or other action deemed necessary:

- Social gatherings held between Sunday and Thursday must end by 10pm.
- Social gatherings held on Friday and Saturday must end by 12 midnight.
- If you are planning on hosting a party of 20 people or less, you must notify management at least 24 hours in advance.
- If you are planning on hosting a party over 20 people, you must notify management at least 72 hours in advance.
- No social gatherings are to be held during exam periods.
- Management retains the sole discretion on approving social events.
- Residents that have an idea for a social event should see management staff to determine if management would like to help host the party and pay for the event.
- "Open Parties" that extend open-invitation outside of the community will not be allowed.
- Residents and guests under the age of 21 are prohibited from consuming alcohol on site, unless otherwise permissible by local, state or federal law.
- Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the property. Kegs are prohibited on the Premises and within the Unit and on balconies. Glass containers of any type or any other container containing alcohol are not permitted in

Common Areas. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking structure(s).

Failure to comply with the provisions of this paragraph shall be deemed a material breach of this Lease, and in addition to any other remedy allowed in Lease or at law, shall subject the Resident to an immediate fine, per *Exhibit E - Fee Schedule Addendum*, unless prohibited by law, and/or eviction. The Manager has full discretion regarding disciplinary action depending on the severity of the incident.

11. SMOKING. Smoking is strictly prohibited in the Unit, all amenity areas, and Common Areas (including the pool deck). Any Resident found in violation of this policy will be immediately fined, as specified in *Exhibit E - Fee Schedule Addendum*, by management and risks additional fines imposed by city ordinances.

IV. SAFETY & SECURITY

1. Waiver of Responsibility:

We do not assure your personal security, and our security measures are voluntary actions in an effort to reduce the risk of crime in the community. You agree that the provisions of safety devices and patrol services will not constitute a guarantee of their effectiveness nor impose an obligation to us to continue providing these services. We have no duty of security or personal safety, except to proceed with diligence to repair any systems if they are reported to be ineffective or malfunctioning. Your safety and comfort is of utmost importance to us, and we strive to provide you with a community that you feel safe living in and inviting your guests to visit.

2. Inspections:

You will receive notification if and when we will be conducting Health and Safety Inspections. If applicable, notices for remedial action will be posted on your door. Fines will also be posted if necessary.

3. Prohibited Items and Personal Property:

- *Grills*; it is in violation of fire regulations to store or use grills in or around your unit. In consideration of these regulations and your safety, it is prohibited to have grills on your patios or balconies. Grills can only be used in accordance with local ordinances and community rules, which may include designated locations throughout the community.
- *Hazardous and Illegal Items*; you cannot possess any hazardous or illegal items on the community premises including, but not limited to, firearms, explosives, and illicit substances.
- *Unusually Heavy Items*; you cannot furnish your unit with unusually heavy objects including, but not limited to, pool tables and weight lifting equipment.

4. Protecting your Personal Property:

It is your responsibility to account for your personal property while on the community premises. Do not leave any of your possessions in common areas. Always be sure to lock your unit for increased security. If applicable, ensure your vehicle is locked. Be aware of the risks of leaving furniture or other outdoor items on your patio or balcony and properly secure them if needed. If your community provides a public bicycle storage area, such as a bicycle rack, then secure it with a lock. Public fixtures and trees cannot be used to secure possessions.

5. Renter's Insurance:

We do not provide coverage for your personal belongings, property damage, or bodily injury. It is your responsibility to protect yourself and your possessions. We reserve the right to require you to obtain renter's insurance and provide proof of that insurance.

6. Protecting Yourself: Security and Safety Device Disclaimer:

We have no duty to furnish alarms, security guards, or other security devices, except as required by law. If we furnish any security devices, we have no obligation to inspect, test, or repair these devices unless you request us to do so in writing. You must inspect security devices upon move-in and will be given the opportunity to make comments on their condition on the **Unit Inspection Checklist**. Any security devices you install must comply with all applicable laws. You are responsible for any damages caused by installation or malfunctioning of any additional security devices. You are also responsible for the removal of the system at the end of the lease. It is important to realize that security devices are susceptible to error and malfunction. Using common sense and being aware of your surroundings is the best way to avoid danger and harm in the case of an emergency.

▪ **Preventative and Safety Measures:**

- Lock your doors and windows even if you are inside.
- Before answering the door, use the peephole or a window to check who it is before answering. If you do not know the person, talk to them through the door before opening it.
- Do not give out copies of your keys, which is strictly prohibited, or combinations to any locks on the community. If you lose your keys, contact management immediately so we can have your doors re-keyed. A fee will be assessed.
- Do not hide a key or combination code under the doormat or on your patio or balcony.
- Do not put your address on your key ring.

- Keep valuables out of clear sight. Ensure your blinds are drawn and that others cannot see inside your unit.
- Check your smoke detector and any carbon monoxide detectors monthly for dead batteries or malfunctions.
- Periodically ensure your door and window locks are working properly. Notify management if you discover they are malfunctioning. Also, report if common area light fixtures are not working properly.
- Do not walk alone at night.
- Immediately report any suspicious people or activity to management.
- If you are suspicious that your unit has been illegally broken into, call 911 and do not enter.

7. **Emergency Situations - Police or Medical:**

- **Emergency Protocol:**

- **Dial 911** for a police or medical emergency; **DO NOT** call the management office first.
- In the case of an emergency, be sure to adequately pronounce the seriousness of the situation. Use keywords such as **“Help!”**, **“Police!”**, or **“Fire!”** to ensure that other residents understand the urgency of the matter.

- **Fire and Carbon Monoxide Safety Guidelines:**

Disabling or tampering with a fire extinguisher, pull stations, smoke detector, or any carbon monoxide detector is a violation of the law and may lead to fines, included, but not limited to those specified in *Exhibit E - Fee Schedule Addendum*, legal action and possible early termination of the Lease.

- Preventative measures include:
 - i. Let cooking grease cool and then pour into a metal can. Do not pour grease or oil down any drain. Never pour hot grease into a plastic container. Do not put water on a grease fire.
 - ii. Do not let grease or oil cook on the stove unattended.
 - iii. Properly dispose of all lighted tobacco products in appropriate metal containers.
 - iv. Avoid cooking while intoxicated, taking medication, or when drowsy.
 - v. Test smoke detectors and any carbon monoxide detectors monthly to make sure they are working.
 - vi. Do not store gas-operated tools or vehicles inside the apartment or under stairwells, breezeways, patios, or balconies.

- **In the Event of a Fire:**

- Call 911 if there is fire or smoke.
- If there is a fire, do not enter the hallway or the breezeway. First, feel the door. If it is hot, use an alternate route. If the door is cool, use the closest exit.
- If you are in a room full of smoke, crawl on your hands and knees as the cleanest air is near the floor.
- If you cannot escape your apartment, stuff wet towels, sheets, and clothes around the door and vents to keep smoke out.
- For additional information and instructions, please visit: <http://www.usfa.fema.gov/campaigns/smokealarms/escapeplans/index.shtm>

- **Severe Weather Guidelines:**

- Preparation:
 - i. Ensure that you have a functional flashlight, with extra batteries or other battery operated source of light in the case of electricity loss. Prepare for seasonal severe weather occurrences by having an extra supply of water and food.
 - ii. Establish a post-storm communication plan to keep in touch with your friends, family, and neighbors in the event of a severe weather situation.
 - iii. For more information concerning planning for severe weather situations, visit FEMA’s website: http://www.ready.gov/make_a_plan.html.

- **In the Event of a Severe Weather Storm:**

- You should obey all evacuation orders issued by local, state, or federal agencies. Do not wait for instructions from the community.
- Keep up-to-date concerning severe weather developments. Check the weather forecast on TV, the internet, or the radio to keep informed about severe weather situations.
- Seek safety in an inner hallway or small inner room such as a bathroom or closet. Stay away from windows, doors, and outside walls. If necessary, get under a piece of sturdy furniture and use sofa cushions for protection.
- Do not utilize plug-in electrical equipment. Do not use land-line telephones.

V. **MOVE-OUT PROCEDURES**

As the end of your Lease approaches, and you’re getting ready to move-out, it is important to be aware of the tasks you are responsible for prior to vacating your unit. Your lease term is explicitly

defined in your Lease. Please contact Management if you have any questions concerning this issue. Essentially, there are **three** main goals:

1. Returning anything to the management office that you may have borrowed or were provided during your tenancy.
2. Paying any outstanding balances and leaving your forwarding address.
3. Returning your unit to the condition it was in when you first moved in.

1. Key Return:

Prior to leaving, you are responsible for returning all keys and other entry devices to the office. You should use this opportunity to return any other items that you may have borrowed throughout the term of your lease. Failure to return these devices will result in a fee to the resident.

2. Paying your Balance:

You are also responsible for paying off any outstanding charges that you may have accrued throughout your residency. These should be paid using any one of the methods described earlier in the handbook. Remember, **no cash payments are accepted**. You also should leave a forwarding address with the community. In the likely event that your Security Deposit, or portion thereof, is returned, this address will help expedite the refund process.

3. Cleaning your Unit:

As the last thing you do before leaving, you must **restore** your apartment to its original condition from when you first moved in at the beginning of your Lease. There are some basic guidelines to follow when cleaning your unit:

- If you break it... fix it, unless you do not have the ability or skills to complete said task.
- If it was there when you arrived, it should be there when you leave.
- The unit should be cleaned thoroughly, to the point that a new resident could move-in the moment you leave.

There may be exceptions to these rules. For example, if there were agreed upon terms during the tenure of your Lease about the condition of your apartment, they will be enforced at move-out. This includes, but is not limited to, furniture additions and structural and physical changes and updates.

4. Move-out Checklist:

You will be provided a Move-out Checklist that will help walk you through the move-out process. This checklist will help give you a basic outline of how to assess your unit after you have finished cleaning it. The checklist itemizes each individual area of concern you are responsible for. In general, if you sufficiently complete every step of the checklist, you should not be assessed any additional charges. You should be marking off each task as you complete them. You should submit the checklist to management afterwards.

A list of the move-out charges and their corresponding dollar amounts is itemized at the end of the Handbook. Please familiarize yourself with this list, it will help you better understand the expectations concerning the extent of cleaning and repairs necessary.

5. Return of Security Deposit:

After you have moved-out, your unit will be inspected by a member of the management or their staff. You will be contacted if you have been assessed any move-out charges and you will be mailed a check containing the amount of your initial security deposit, minus any necessary repair or cleaning expenses after move out within the number of days specified in your lease, or as otherwise stipulated by state law. Please provide an updated forwarding address for the return of security deposits. If you have been contacted concerning additional move-out charges, you must remit a payment for these charges within 10 business days.

VI. THANK YOU!

Thank you again for choosing a Cardinal Property for your housing needs. We hope that you enjoyed your living experience with us. We started Cardinal Group to do one thing: provide the kind of living environment that we wish we had in college – that simple! We hope that we met our goal to ensure you are satisfied at all times while living with us, and we hope we held up our end of the bargain.

If you have any questions or recommendations on how we can improve our experience, please let us know: info@cardinalgroupp.com

Cheers!

Exhibit G - Pest Control Addendum

This Lease Addendum for Pest Control (hereinafter “Addendum”) is hereby entered into, on the date first identified below, by and between Cardinal Group Atlanta 1, LLC (hereinafter “Management”) and Olivia L Wright (hereinafter “Resident”), the leaseholder for the premises known as Westmar Student Lofts

Representations

WHEREAS pests have become a problem facing the owners of residential rental properties, their agents in managing those residential rental properties, and the residents of those same residential rental properties; and

WHEREAS the owners and residents agree that policies need to be established to control these pests; and

WHEREAS the owners and residents desire to clearly define their roles in handling incursions by these pests; and

NOW, THEREFORE, the parties to this Addendum agree to add the following terms and conditions to the residential Lease Agreement that exists between these parties to set forth a clear understanding of the responsibilities of both Resident and Management under the Lease Agreement with the desire that by setting forth these mutual responsibilities as part of the Addendum, the parties can minimize the costs, inconveniences and misunderstandings that often result from pest infestation.

Terms and Conditions

1. This Addendum hereby supplements and modifies the Lease Agreement between the parties, and it shall be incorporated as a part of the Lease Agreement. Where there are provisions that conflict between this Addendum and the Lease Agreement, the provisions set forth herein shall supersede and be controlling.
2. For purposes of this Addendum, “pests” means any insect, and/or its eggs. “Pest infestation” means the presence of pests that may materially affect the health and safety of residents and their guests.
3. Management and Resident will be honest in their communications regarding the presence of pests at the property. In that regard, Management will not enter into any Lease Agreement to lease a unit that Management knows is infested.
4. If Resident fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, it shall be an acknowledgement by Resident that the Premises are acceptable, in good condition and pest free.
5. After move-in, Management will take immediate steps to address any identified pest infestation problem. Resident acknowledges that time is of the essence in dealing with issues of potential pest infestation. Because of this need for prompt action to avoid any further infestation, Resident shall report any actual or suspected infestation within forty-eight (48) hours of discovery.
6. Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by management to treat Resident’s dwelling unit for pests, except as prohibited by law. If Management confirms the presence or infestation of pests after Resident vacates the dwelling, Resident may be responsible for the cost of cleaning and pest control treatments. If Management must treat adjoining or neighboring dwellings to Resident’s dwelling due to the pests in Resident’s dwelling, Resident may be liable for payment of any lost rental income and other expenses incurred by Management to relocate the neighboring residents and/or to clean and perform pest control treatments to eradicate infestations in those other dwellings. Resident agrees that if he/she fails to pay Management for any costs for which Resident is liable, Resident will be in default of his/her Lease Agreement and Management will have the right to terminate Resident’s right of occupancy and exercise all other rights and remedies under the Lease Agreement.
7. Resident acknowledges that used or second-hand furniture is the primary way that pests are transported and spread. Resident agrees that he/she will not knowingly or recklessly bring onto the property furniture or other belongings that are infested with pests. Resident further agrees to exercise caution when acquiring used or second-hand furniture and shall examine any such items thoroughly before bringing them into the dwelling. Resident further agrees that Resident shall not bring into the dwelling those used or second-hand furniture items that have been abandoned or discarded in such areas as roadsides, trash rooms, and disposal receptacles.

Exhibit G - Pest Control Addendum

8. In the event that there is a pest infestation in Resident's apartment, Resident agrees to cooperate fully with and to undertake all efforts and tasks required by Management, and in Management's sole discretion, or by Management's pest control company, employed to eradicate pests. Resident's full cooperation includes but is not limited to reporting any suspected pest infestation to Management in a written or electronic format within forty-eight (48) hours of discovery, making the Premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the Premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to Management in writing.

9. Resident and Management further agree that any violation of this Addendum constitutes a material violation of the Lease Agreement, and Management may terminate Resident's right to possession in accordance with state law. Conduct that constitutes such a material health and safety breach includes failure to promptly notify Management of evidence of any pest infestation, refusal to permit Management to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post treatment activities, including a failure to report ineffective treatment or re-infestations. Proof of the violation of this Addendum shall be by a preponderance of the evidence.

10. Resident may request reasonable extermination services at any time. All requests must be in writing. Upon notification from Resident, Management shall visually inspect the unit for household pests, preferably within forty-eight (48) hours, and should a pest infestation be identified, shall begin the process of controlling the household pests within ten (10) days of such notice or within the time period required by state law. When Management requires access to a dwelling unit for purposes of inspecting for the presence of a household pest or controlling the presence of a household pest, Management shall provide at least twenty-four (24) hours' notice to Resident, in writing, that Management requires such immediate access. Management will notify Resident in advance of each pest inspection, including providing a preparation sheet. If Resident notifies Management of a possible infestation and requests extermination services, the notice from Resident constitutes permission to enter the dwelling unit for the sole purpose of acting on the inspection or extermination request. Management will not abuse the right to access or use it to harass Resident and will enter only at reasonable times.

11. Except in those situations where Management has been grossly negligent, and/or as provided by law, Owner, Management, and its employees, officers, and/or directors are not liable to Resident for any damages caused by pests, including, but not limited to, personal expenses, replacement of furniture, and/or other personal items, including clothing, medications or medical expenses, or for the costs to treat, clean, replace and/or protect Resident's personal belongings. Owner, Management, and its employees, officers, and directors, are not responsible for any damage done to Resident's unit or personal items during pest control inspections and/or treatments. Renter's insurance is strongly recommended and/or required, but it may also exclude coverage related to pest infestation issues.

12. Resident acknowledges that Management's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Management owes Resident under the Lease Agreement. Resident further acknowledges that Management does not guarantee or warranty a pest-free environment. Resident acknowledges and understands that Management's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Resident's voluntary cooperation and compliance.

13. Management agrees that it will attempt to make reasonable accommodations in the event that any disabled Resident requests such an accommodation in connection with pest control service. Any Resident requesting such an accommodation is requested to provide notice to Management at the time that the pest control service is requested or when Resident receives notice that it will be provided, whichever is earlier. Resident understands that in some circumstances, because of the nature of a particular pest or infestation, there may not be alternative, effective means of eradication, and in those circumstances, Management must use the eradication services that are effective in dealing with the infestation.

14. In case of any conflict between the provisions of the Lease Agreement and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease Agreement executed or renewed between the Management and Resident.

Acceptance

BY SIGNING BELOW, all parties (1) agree to be bound by this Addendum, and (2) acknowledge that Management has provided to Resident(s) a copy of the bedbug educational materials handout advising them how to identify bedbugs, describing risk factors for infestations, and presenting measures that may be taken to prevent and control an infestation.

EXHIBIT M - SHUTTLE WAIVER AND RELEASE OF LIABILITY

Westmar Student Lofts may provide a shuttle service for the resident of the community (but is not obligated to do so). If shuttle service is provided, the following shall apply:

I fully understand that traveling by shuttle, bus, or other vehicle involves risks and dangers of serious bodily injury, including permanent disability, paralysis, and death; these risks and dangers may be caused by my own actions or inactions, the actions and inactions of other drivers or passengers; there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and as between myself and Westmar Student Lofts, I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my utilization of the community shuttle service.

To the maximum extent permitted by law, I hereby release, discharge, and covenant not to sue Westmar Student Lofts, its administrators, directors, agents, officers, partners, volunteers and employees ("Releasees") from any and all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, I, or anyone on my behalf, makes a claims against any of the Releasees, I will indemnify save and hold harmless each of the Releasees, from any litigation expenses, attorneys' fees, loss, liability, damage, or cost which may Releasees' may incur as a result of such claim. I do not waive any claims I may have against any third party contractor hired by Westmar Student Lofts to operate the shuttle(s)

Rules and Schedule

1. All passengers will be required to show their access card to ride the shuttle at all times. Only residents are allowed to ride the shuttle.
2. Schedule - a new schedule is posted each semester and will be adhered to as closely as possible. The schedule could vary due to weather or traffic/construction issues. The shuttle does not operate when universities or colleges are not in session.
3. All residents are required to conduct themselves appropriately on the shuttle at all times. Riders could be denied access due to foul language, inappropriate behavior, or behavior that is disruptive to the safety of the driver and passengers.