



**RESIDENTIAL LEASE OF REAL PROPERTY**

**1. NAMES OF LANDLORD AND TENANT**

Name of the Management Company: **Hendley Properties, Inc.**  
**21 Greenbriar, Statesboro, GA 30458**  
**P: 912-681-1166 F: 912-871-6116**

Name(s) of the Tenant(s):

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**2. LEASED PROPERTY**

Floor Plan: **One Bedroom/One Bathroom**  
Apartment Community and Unit Number:

*referred to herein as Leased Property or Leased Premises*  
(Hendley Properties will only guarantee a community and unit style but will not guarantee a specific address; unit numbers are subject to change without notice).

- A.  If checked, **Lease shall be for entire Unit** and all Tenants of Unit shall be jointly and severally responsible for all amounts due pursuant to the Lease Agreement and with respect to the Unit for the Lease Term.
- B.  If checked, **Lease shall be to individual Tenant for bedroom** in Unit and use of common areas of Unit and each Tenant in Unit shall be responsible for his or her respective rent pursuant to the Lease for the Lease Term. **(\$20 surcharge per month).**

Whether A or B is checked, all Tenants of Unit are jointly and severally liable for all utilities and damages to Unit.

**3. STARTING AND ENDING DATES OF LEASE AGREEMENT**

**LEASE DATES: August 1, 2017 - July 15, 2018 (Lease Term)**

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#### 4. CLEANING AND COMMUNITY FEE

A Cleaning and Community Fee of \$300 shall be paid for one bedroom units. All other floor plans will be charged a Cleaning and Community Fee of \$200 per bedroom. The Cleaning and Community Fee shall be paid at the signing of this lease. This fee is non-refundable and non-transferable. This fee pays for your access to all of Hendley Properties' amenities, a general cleaning of the Leased Property, and one coat of paint on the walls at the end of the Lease Term. Tenant should follow all move-out instructions provided to avoid additional charges upon move-out. Any cost of cleaning and painting above this prepaid cleaning fee shall be the responsibility of the Tenant(s) as discussed below.

#### 5. RENT

The Contract Amount for the Lease Term is \$ \_\_\_\_\_. The Contract Amount will be paid in twelve (12) equal payments of \$ \_\_\_\_\_, due on the first of each month, beginning one month prior to the start of the Lease Term. First and last month's rent is required before moving in. The first payment of \$ \_\_\_\_\_ will be due no later than July 1<sup>st</sup>, 2017. This will cover rent for your last 1/12 of the Lease Term with Hendley Properties. Rent will not be prorated for partial months. The full amount of rent is due even though the Lease Term is less than 365 days. Tenant understands and agrees that the Base Rent paid on the 1st of each month is not a monthly rental amount but one-twelfth (1/12) of the total Base Rental due for the 349-day term of the Lease. Tenant shall make no claim for pro ration or partial month's rent in the event that the Lease is not renewed. Tenant is required to vacate the Premises at the end of the Lease Term at noon on July 15<sup>th</sup>, 2018. A Holdover Fee equal to one times (1x) an installment on the Contract Amount for the extra time occupied, plus all of the Landlord's damages, the cost of any contractor scheduled to perform work in the Leased Property and the damages of the person who could not move in because of the Holdover.

Tenant agrees to pay the rental installment each month in advance, on, or before the 1st day of each month. Landlord does not have to ask (MAKE DEMAND UPON) Tenant to pay the rent. Tenant agrees to pay rent by first class mail, through online payment via the Hendley Properties' website ([www.hendleyproperties.com](http://www.hendleyproperties.com)), drop box, or in person to the Landlord at the place specified by the Landlord. A 4% fee is added for all credit card transactions.

Tenant agrees to pay a LATE CHARGE of 15% of the account balance if their balance is not paid in full by the 5th of the month. Such late charge may be charged after the 5<sup>th</sup>, and then again for each thirty (30) day period that the balance is not paid in full. If Tenant mails the rent to the Landlord, the date of payment will be the date the letter is received, regardless of post-mark date.

Any Additional Amounts owed by Tenant pursuant to this Lease, Tenant's application with Landlord or the lease terms contained in the application shall constitute additional

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rental to Landlord and may be collected in the same manner as an installment on the Contract Amount. Additional Amounts posted to the Tenant's account after the 5<sup>th</sup> of the month will be due with the next installment on the Contract Amount. Note: This does not apply to Late Fees. Tenant agrees to pay a LATE CHARGE of 15% of any additional charge not paid by the 5<sup>th</sup> of the month that it is due. Such late charge may be charged after the 5<sup>th</sup> day and then again for each thirty (30) day period that the Additional Amount is not paid in full.

If Tenant mails a payment on the Contract Amount and/or Additional Amount(s) to the Landlord, the date of payment will be the date the letter is received. Delinquent accounts without mutually agreed upon payment plans will be sent to magistrate court on or after the 14<sup>th</sup> day of each month.

## **6. AUTOMATIC RENTAL PAYMENTS, GUARANTOR AGREEMENT, FINANCIAL AID OR PROOF OF INCOME**

All Tenants must choose one of the following options to sign up for: an automatic monthly draft (credit card/debit card or checking account), have a parental guarantor, proof of income, or financial aid promissory note. Failure to provide approved financial documentation does not affect the Tenant's legal or financial obligation to this lease agreement. The lease is still enforceable. The Landlord reserves the right to cancel this lease agreement if tenant fails to provide proper financial documentation within seven (7) of signing the contract.

Tenants wishing to pay via automatic monthly draft must complete the appropriate (credit card or checking account) draft form authorizing Hendley Properties to withdraw the monthly rental rate from the chosen account each month until the expiration of the Lease Term. The draft forms must be completed online at [www.hendleyproperties.com](http://www.hendleyproperties.com) no later than one week after signing the lease. Hendley Properties is not responsible for any overdraft fees that occur from this monthly withdrawal. If for any reason a Tenant's automatic draft should not go through, it is not the responsibility of Hendley Properties to make demand for payment. Tenants that stop the monthly draft without providing another guarantee of payment will be in violation of the lease and subject to magistrate court for eviction.

Tenants having an approved guarantor may pay their monthly rent by way of check, debit/credit card, money order or online payment. The Tenant and the Guarantor will be obligated to ensure prompt payment of all Base Rent and Additional Rent. If the Tenant or the Guarantor are in violation of the lease agreement, or the rules and regulations of the development or Landlord, or if the lease is not fulfilled in its entirety, both the Tenant and the Guarantor may be named in and subject to all court proceedings, judgments and collection claims. All remedies against the Tenant shall apply to the Guarantor as well. It is not necessary for the Guarantor to sign the lease or to be named in the lease so long as a separate guarantor agreement is signed.

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Tenants wishing to pay with financial aid must complete a promissory note to Hendley Properties or its assignee that states their rent will be paid with two payments, each covering one-half (1/2) of the Contract Amount, including all Premiums. In the event that the Tenant fails to make any payment due under the terms of the promissory note, the entire balance of the Promissory Note, including the entire Contract Amount and Additional Amounts owed pursuant to the Lease and any late fees accrued thereon shall be immediately due and payable to Hendley Properties.

Tenants using proof of income must provide their most recent W2, tax returns, 3 consecutive pay stubs or 2 months of bank statements. Monthly income must be 3 times the amount of monthly rent.

A returned payment fee of \$35 will be added for each returned payment. A personal check will not be accepted as payment to replace a returned payment. If a Tenant has a returned payment, Tenant agrees that the Landlord may require all future payments to be made only by Certified Check, Money Order, or Debit/Credit Card. If Tenant's financial institution returns Tenant's rental payment and causes the rental payment to be late, Tenant shall also be responsible for all applicable late charges.

## **7. PARTIAL INVALIDITY**

If any section, clause, sentence, word or provision of this Contract or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Contract shall not be affected thereby, and each remaining provision of this Contract shall not be affected thereby and each remaining provision of this Lease shall be valid and forceful to the fullest extent permitted by law. Provided, however, notwithstanding the foregoing, resident acknowledges that in the event resident signs this lease, but does not submit an approved means of Financial Qualification: Proof of Income, Guarantor Agreement, Financial Aid, Automatic Draft. THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT WITHOUT SUCH APPROVED FINANCIAL DOCUMENTATION AND RESIDENT SHALL COMPLY WITH RESIDENT'S OBLIGATIONS UNDER THIS LEASE.

## **8. LANDLORD'S DUTY AT THE START OF THE LEASE**

Landlord agrees to give Tenant possession of the Leased Property at noon on the starting date of the Lease Term. The Lease will commence even if Landlord cannot give Tenant possession of the Leased Property because the prior tenant is still in the Leased Property or the Leased Property is damaged or if the Leased Property is not ready for occupancy. If Landlord cannot give Tenant possession, Tenant does not have to pay rent until the day Landlord gives possession of the Leased Property to Tenant. Landlord shall not be liable for actual or consequential damages for delay in possession. Nor shall Landlord be obligated to provide or pay for alternative living arrangements.

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**9. VERBAL REPRESENTATION**

Neither Landlord nor any of Landlord’s representatives have made any oral promises, representations, or agreements. This Contract is the entire agreement between Tenant and Landlord. Provided, however, in the event that Tenant has signed an addendum as part of this Contract or any prior Contract with the Landlord, such addendum shall be deemed to be a part of this Contract as well as any future Contract unless a similar addendum is signed by the parties which covers the subject matter of the previous addendum. Landlord’s representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Contract or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord’s representatives unless in writing.

**10. MOVE-IN**

Tenant may not move into the property until all fees, deposits, first month's rent and last month's rent have been paid in full by all residents of the apartment or house. All utilities must be placed in Tenant's or Tenants' name(s) with the utility companies. Tenant will provide confirmation from the power and water company prior to receiving keys. All lease documents must be completed prior to move in. NO EXCEPTIONS!

**11. INSURANCE**

Landlord agrees to have insurance on the building where the Leased Property is located. The Tenant's personal property is not insured by Landlord's insurance. Tenant is responsible for Tenant's own property that is located in the Leased Property. Should an accident occur from Tenant's negligence that destroys or harms the building or other improvements located on the Leased Property, Tenants will be jointly and severally responsible for all costs to repair damages as well as paying any insurance deductible due under Landlord's policy of insurance. Landlord is not responsible for any property of Tenant and Landlord's insurance does not cover any property lost, stolen or damaged of Tenant or Tenant's guests. All Tenants are encouraged to obtain renters insurance. All property that belongs to the tenant inside the unit is not covered in the event of fire, flood or theft. Landlord is only responsible to repair unit, not replace personal belongings and tenant agrees to this by signing this lease.

**12. TRANSFERS BY TENANT**

Tenant agrees not to transfer lease or sublease all or any part of the Leased Property to anyone else without the written consent of Landlord, such consent to be granted or denied in Landlord's sole and absolute discretion. Tenant agrees that if Tenant transfers this lease or leases or subleases all or a part of the Leased Property to another, without the written consent of Landlord, Tenant has violated this lease.

**13. SUBLEASE**

Tenant cannot assign or sublease any part of the Leased Property to another person without the Landlord's written consent, to be granted or denied in Landlord's sole

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discretion. Even if Landlord agrees to an assignment or sublease, Tenant shall remain liable for all of Tenant's obligations under this Lease. Tenants on a joint lease must provide written confirmation that roommates acknowledge and accept new/future roommates. Tenants on individual lease are not required to have roommate approval. That right has been forfeited under this lease. Only notice of new roommate is required. Gender requirements apply in all male and female apartments.

A sublease fee equal to one-twelfth (1/12) of the annual Base Rent will be due from the Tenant that wishes to sublease. The sub-lessee will be required to go through the application and leasing process. In the discretion of Landlord, Landlord may approve the sub-lessee after payment of the sublease fee.

#### **14. RESPONSIBILITY FOR DAMAGE TO PROPERTY**

Landlord is responsible for all damage to property that is the fault of Landlord or people employed by Landlord at the Leased Property. Tenant is responsible for all damage to the Leased Property and injury to people caused by Tenant and Tenant's invitees and licensees.

#### **15. USE OF LEASED PROPERTY**

Tenant agrees to use the Leased Property only as residence. Tenant agrees to obey all federal, state and local laws and regulations when using the Leased Property. Tenant agrees not to store any flammable or dangerous things in or around the Leased Property. Tenant agrees not to do anything in or around the Leased Property, which could harm anyone or damage any property. Tenant agrees that Tenant will not allow more than one person per bedroom to live in the Leased Property without the written permission of Landlord. The fact that Tenant may have conflict with a roommate will not act as grounds to terminate this Lease.

In the event that Tenant is arrested for or charged with any crime (other than a traffic related offense not involving illegal or controlled substances) during the term of the Lease, and/or Landlord is presented with evidence of activities of Tenant which shall constitute a nuisance or a threat to Landlord, other tenants, the Leased Property or the development, Landlord shall have the right to evict Tenant from the Leased Property.

#### **16. RE-KEY OPTION**

Hendley Properties has made reasonable efforts to account for all keys which provide access to the property. However, Hendley Properties cannot guarantee that a previous resident or vendor has not copied a key and kept it. Tenant understands that Hendley Properties has no obligation to re-key the property between tenants. Tenant is afforded the option of having Hendley Properties re-key the property, at the tenant's expense. Tenant must fill out the re-key addendum online at [www.hendleyproperties.com](http://www.hendleyproperties.com) to have the unit's keys changed.

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## 17. PETS

Tenant agrees not to keep any pet or animal of any kind on the Leased Property for any period of time, without the prior written permission of the Landlord, such consent to be granted or denied in Landlord's sole and absolute discretion. Tenant will not allow family or guests to have pets or animals on the Leased Property for any period of time. Tenant will pay a minimum charge of \$300 if a pet or animal is found in or on the Leased Property without Landlord's prior written approval. Tenant will also pay any costs associated with replacement of carpets, scent remediation, pest control and repairs of any damage to the Leased Property if a pet or animal is at the Leased Property at any time for any length of time. Allergens shall be considered damage and carpets and fabric items will be replaced if a pet or animal is in the unit for any period of time. The above applies whether the pet or animal belongs to the Tenant or not. If the unit is deemed to have a flea infestation by Pest Master Services, a \$150 fee will be assessed to the pet owner or violator.

Tenants desiring to keep a pet at the Leased Property must obtain prior written approval from the Landlord before bringing the pet on property. The Landlord has the right to reject any request to keep a pet on property for any reason, except animals assisting disabled or handicapped persons. If the Landlord approves an animal, the tenant must pay a \$200 registration fee (non-transferable to other properties within Hendley Properties) and \$20 per month pet rent. The pet registration fee and pet rent do not cover any damage caused by the pet. Such damage will be the responsibility of the tenant with the pet. Failure to follow proper pet-approval procedure will result in a \$300 pet fine and subject Tenant to possible termination of this lease. Proof of pet vaccinations must be provided by a licensed vet prior to move in. The Pet Addendum form must be filled out on [www.hendleyproperties.com](http://www.hendleyproperties.com) for pet approval.

### Pet Rules

1. All pets must wear identification tags at all times.
2. All pets must be licensed and inoculated in accordance with local law.
3. Pet owners must abide by all leash laws.
4. The pet owner must supervise all pets at all times. Pets may not be left tied to any apparatus for any amount of time.
5. Pets are not allowed in the pool or pool area.
6. Pets may not disturb other residents.
7. The pet owner agrees to assume full responsibility, financial and otherwise, for any injury caused by his/her pet to any person, and any damage caused to any other tenants' property.
8. Pet may not exceed 30 pounds in weight at full maturity and must be 1 year of age, unless otherwise agree to in writing by Hendley Properties Management.
9. Only one pet (either cat or dog) will be allowed per tenant.
10. Cats must be declawed or have soft paws ([www.softpaws.com](http://www.softpaws.com) or [www.softclaws.com](http://www.softclaws.com)).
11. Pets shall not be left on porches, patios, or screened porches unattended.

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12. All pets must be spayed or neutered to be living on site. Litters of puppies or kittens will not be permitted.

### **18. CARE OF LEASED PROPERTY**

Tenant is responsible for, and will take good care of, the Leased Property and all of the property in and around the Leased Property. Tenant agrees to pay for any damages to the Leased Property arising from or based upon the actions or inactions of Tenant, Tenant's family and/or Tenant's guests, licensees or invitees. Tenant agrees to move out and give back the Leased Property to Landlord at the expiration of the Lease Term.

It is not the policy of Hendley Properties to assign specific bedrooms to Tenants. Tenants shall pick the bedroom of their choice and agree with other roommates on room selection. It is the responsibility of the Tenant to notify Hendley Properties of each occupants' room selection. Each Tenant will be responsible for damages in their own room. If Hendley Properties cannot determine who is responsible for damaging a bedroom, all Tenants shall be jointly and severally liable for the damage. Hendley Properties makes no representations or warranties as to the compatibility or conduct of any other tenants residing in the apartment. In no event is Landlord liable for any damages whether direct or indirect, general or specific, arising out of, or relating to, the conduct of any of Tenant's roommates. Tenants are jointly and severally responsible for the damages of the common areas. Common areas are defined as the foyer, hall(s), living room, dining room, kitchen, shared bathrooms, laundry room, front and back patios, carport, garage and driveway.

### **19. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY**

Tenant agrees that Landlord and people working for Landlord may go into the Leased Property upon reasonable notice and/or at reasonable times without notice. Landlord and people working for Landlord may inspect, make repairs, do maintenance, and show the Leased Property to others. Air filters are changed every 30-45 days to help with HVAC maintenance and efficiency. During filter changes property inspections may occur.

### **20. UTILITY SERVICES**

Tenants are jointly and severally liable for payment of all utility services. All utilities may be used only for normal household purposes and must not be wasted. Landlord will not be liable for any interruption, surge or failure of utility services to the premises or any damage directly or indirectly caused by the interruption, surge or failure.

Landlord has the right to turn off services to the Leased Property in order to make repairs or to do maintenance.

### **21. LAWN CARE**

Landlord will cover the lawn care cost and maintenance of the following: Greenbriar, Hawthorne Court, Hawthorne II, Planter's Row, The Retreat at Gentilly, The Village At

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Midtown, The Fountain At Mulberry, Magnolia Village, West Gentilly, The Manor, Walnut Grove, The Oaks at Inman, Bulloch Square, student houses and duplexes, or multifamily housing.

***FAMILY/PROFESSIONAL HOUSES ONLY:***

All houses designated as Family/Professional Houses will be responsible for their own lawn care cost and pruning. Tenants of Family/Professional Houses that do not properly maintain their lawn will be billed for lawn care in the amount of \$50, as an Additional Amount. Lawn maintenance can be provided for \$50 per month, to be paid as an Additional Amount each month with your installment of the Contract Amount. This option has to be added for the full lease term and not partial months. This service shall cover two cuttings per month during grass cutting season, and shrub pruning twice per year.

Check *Yes* if you'd like to opt in for lawn maintenance or *No* if you'd like to be responsible for your own lawn maintenance. Initial next to your choice. Failure to choose an option will automatically opt you in for lawn service.

**YES** \_\_\_\_\_  **NO** \_\_\_\_\_

**22. PROPERTIES WITH FENCES** (*applicable to Tenants of Planter's Row only*)

If the Tenant has chosen a property that has a fence located thereon. The tenant(s) will use the fence at the tenant's own risk. The landlord will not be held responsible for the injuries sustained by the tenant and/or the tenant's occupants, guests or pets when using the fence, and the tenant will indemnify the landlord for any actions resulting from injuries to tenant and/or tenant's occupants, guests, or pets.

The landlord is responsible for the general maintenance of the fence. The tenant agrees to refrain from attempting to make any repairs or adjustments to the fence without the written permission of the landlord. The tenant must immediately notify the landlord of any repair that the fence may require. The tenant is responsible for the full cost that may be due for repair and/or replacement of the fence that is required as a result of negligence by the tenant, the tenant's occupants, guests, or pets.

The tenant understands that the fence is strictly an amenity and that the use of this amenity is not guaranteed under the terms of the lease. Any interruption or non-availability of the use of the fence will not violate any terms of the lease.

If the tenant violates any part of this Addendum, the tenant will then be in default of the lease. In the event of a default, the landlord may initiate legal proceedings in accordance with local and state regulations to evict or have the tenant removed from the leased premises, as well as seek judgment against the tenant for any monies owed to the landlord as a result of the tenant's default.

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The tenant(s) understands and agrees that there is a \$50 per month Fence Premium to be paid on the first of each month with their rental installment. Tenant agrees to sign the Fence Addendum, which will document the amount of the Fence Premium each tenant will pay. If the tenant(s) fail to sign the Fence Addendum, they agree to divide the premium evenly between each roommate.

**23. PEST CONTROL**

Landlord will cover the routine maintenance cost of pest control at all locations. Pest control required outside of routine maintenance that is deemed by the pest control company to be necessary due to Tenant negligence will be billed to the Tenant at current market rates and shall constitute Additional Rent due hereunder. Pest Control is offered each Monday. (This day is subject to change.) Tenants wishing to be treated other times will be billed a \$25 service charge.

Only the exterior perimeter of the property is covered for Free Pest Control. Tenants wishing to have the yard, grass, bushes, etc. treated will be billed at market cost.

Tenants requiring bed bug extermination will be billed \$300 per bedroom. Tenants will be jointly and severally responsible for the cost of the bed bug extermination. If bed bugs have been found in the unit, every bedroom and common area may need to be treated. If it is deemed necessary by the pest control company, Tenants agree in advance to dispose of mattresses and furniture that is deemed untreatable. Hendley Properties will not reimburse Tenants for loss of personal property.

Tenants that have flea infestations caused from pets will be billed \$150 for pest control services.

**24. DEFAULT**

Tenant shall be considered in default of this Lease if Tenant:

1. Does not pay base rent, additional rent or other applicable charges to the Landlord or Landlord's designee on time.
2. Abandons the Leased Property during the Lease Term. The Landlord, in its sole discretion, shall have the right to determine when the Leased Property has been abandoned. Tenant agrees abandonment of the Leased Property shall include, but is not limited to, any one of the following: the removal of personal property other than in the usual course of continuing occupancy; early move-out under any circumstance; the failure to pay monthly base rent or other charges; discontinuance of any utility service; and failure to respond to notices, phone calls, or correspondence from the Landlord.
3. Occupies the Leased Property past the expiration of the Lease Term. This situation will be considered a Holdover and the Tenant will be responsible for paying one times (1x) an installment on the Contract Amount for the extra time occupied, plus all of the Landlord's damages, the cost of any contractor scheduled to perform work

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in the Leased Property and the damages of the person who could not move in because of the Holdover.

4. Fails to perform any duty or condition agreed to in this Lease.

If Tenant defaults on this Lease:

1. Applicable late charges will be assessed and charged to the Tenant
2. Landlord can turn unpaid accounts over to a collection agency at which time a 40% charge will be added to the Tenant's outstanding balance. This will be reported with the major credit reporting agencies and may negatively affect Tenant's credit rating and ability to obtain future financing or leasing.
3. Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek a judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.
4. In the event that the Tenant vacates or abandons the leased premises before the expiration of the lease term, whether voluntarily or through writ of possession the landlord has the option of re-entering and taking possession of the leased premises to proceed with subleasing the unit. In the event that the landlord discovers the tenant has given false or misleading information on tenant's rental application, magistrate court proceedings may be initiated so the landlord shall have the privilege of taking possession of the leased premises and subleasing the unit. Entering and subleasing the unit does not release the tenant from liability for rent nor from any other obligation of tenant under the terms of the lease agreement. It is the option of the landlord to sublease the unit or to make payable in advance the entire lease term due to the landlord. It shall not be necessary for the landlord to give notice of rent being due and unpaid or of other conditions broken or to make demand for rent, the execution of this lease agreement signed by the parties hereto being sufficient notice of the rent being due and demand for the same, and it shall be so construed, any law, usage or custom to the contrary notwithstanding.

## **25. ADDENDA**

All Addenda to this lease including, but not limited to, Application, Guarantor Agreement Addendum, Financial Aid Addendum, Sub-lease Addendum, As Is Addendum, Transfer Addendum, Credit Card/Check Draft forms, Re-Key Form, Fence Addendum and Pet Addendum, are all considered to be a part of this lease agreement.

## **26. SAFETY**

Megan's Law Disclaimer: Landlord has not made any investigation or inquiry under the Megan's Law (Sex Offender Registration Law), and Tenant agrees to make such inquiries or investigations, as Tenant deems necessary. Tenant agrees that any information disclosed under Megan's Law cannot be used with respect to the provision of housing or breaking of this Lease. If Tenant is concerned regarding such issues, Tenant should make

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any desired investigations BEFORE signing the Lease. Once signed, the Lease is a binding contract to rent.

Tenant must exercise due care for Tenant and others' safety and security. None of Landlord's safety measures, if any, are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. Landlord is not liable for injury, damage, or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism, or other crimes or Tenant's personal conflict with roommates, or any other reason. Landlord is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security.

## **27. IMPROVEMENTS/ALTERATIONS TO LEASED PROPERTY**

Tenant shall not make any improvements or alterations to Leased Property without the express prior written consent of Landlord which shall be granted or withheld in Landlord's sole discretion. This shall include the installation of fixtures or equipment to the Leased Property, including satellite dishes. All such installations must have prior written Landlord approval, which may be granted or withheld in Landlord's discretion. Landlord's property and common areas have been damaged in the past by the installation of such dishes and Landlord has a valid interest in ensuring that such dishes, where permitted, are properly installed in accordance with the law. Hendley Properties requires tenants to use Jake's Creative Communications for Dish and DirectTV installation. The contact number is 912-681-6811. Any unauthorized satellites attached to the building or in the wrong location will be moved at tenant's expense and repairs will be billed. Any tenant who chooses to paint walls and/or cabinets may be billed the cost of repainting. Walls that cannot be covered with one coat of paint will be charged an additional \$175 per room. Note: Living Room, Dining, Kitchen, Bathrooms, Hallways, Bedrooms, Etc. each count as a room. Accent walls will be charged at room rate.

## **28. RIGHT TO CONTACT**

Landlord or its agents or representatives may have need or desire to contact Tenant from time to time regarding payment of rent, repairs or other matters with respect to the Leased Premises or arising pursuant to this Lease. By execution of this Lease Agreement, Tenant expressly acknowledges and agrees that Landlord and its agents and representatives shall have the right during or subsequent to the Lease Term, to contact Tenant by telephone, cell phone, text, email, social networking sites, facsimile, mail, overnight delivery, personal delivery or other methods regarding the Leased Premises or the Lease.

## **29. NO WAIVER**

Any failure by Landlord to insist upon strict compliance with the terms of the Lease Agreement or any policies and procedures or rules and regulations of the Subdivision or development shall not result in a waiver of Landlord's right to later enforce such terms, policies, procedures, rules or regulations. Nor shall any failure by Landlord to insist upon strict compliance with the terms of the Lease Agreement or any policies and procedures

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or rules and regulations of the Subdivision or development with respect to one tenant or tenants result in a waiver of Landlord's right to enforce such terms, policies, procedures, rules or regulations with respect to another tenant or tenants.

### **30. SUBORDINATION**

This Lease Agreement is expressly subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, debts to secure debt, security deeds, mortgages and/or loans or leases on the building and land. If requested, Tenant shall promptly execute any document that Landlord may request to specifically implement the subordination of this Lease to any mortgage instrument of Landlord.

### **31. CONDEMNATION**

If the whole or any part of the Leased Property is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Property and remove all personal property and the lease terms will no longer apply. The Tenant, however, is responsible for all rent and charges until such time that Tenant vacates the Leased Property.

### **32. WARRANTY AND EXCULPATORY PROVISION**

Tenant releases Landlord and any and all agents and representatives acting on behalf of Landlord from liability for and agrees to indemnify Landlord against all losses incurred by Tenant as a result of (a) Tenant's failure to fulfill any condition of the Lease Agreement; (b) any damage or injury happening in or about the Leased Property to Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against the Leased Property as a result of Tenant's actions. Landlord shall not be liable for damage to Tenant's property of any type for any reason or cause whatsoever. Tenant shall be responsible for obtaining fire extended coverage and liability insurance on Tenant's personal property, furniture, clothes, and valuables.

The Landlord (including its managing and leasing agents and its other agents, servants and employees) shall not be liable or responsible in any manner to the Tenant, or to any of the Tenant's spouse, children, dependents, guests, invitees, heirs, personal representatives, successors or assigns, or to any persons having interests in any property located on the Leased Property or the complex of which the premises are a part, for personal injury (including death), property damage, property loss (including decrease in value of property), or any other type of loss or damage giving rise to any claim for damages or to any other type of claim whatsoever, which results from negligence and/or other fault, except willful misconduct, and which arises, in whole or in part, from any condition, accident or occurrence relating to the Leased Property or to the complex of which the premises are a part, including: any defective or other condition in buildings,

**Tenant Initials:**

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equipment, and improvements, appurtenances, storage areas, other facilities, and common areas, and including latent and patent conditions, that whether known or unknown, and whether now existing or later developing; conditions relating to plumbing, heating, air conditioning, and equipment, appliances, facilities or machinery, whether in proper working order or not, resulting from acts of God and the elements, including wind, rain, hail, snow, storms, floods, and earthquakes; conditions relating to repair, alteration or replacement work performed by or on behalf of the Landlord, or relating to circumstances delaying or preventing such work from being performed; conditions relating to theft, burglary, vandalism, acts of violence, other acts of third-parties, acts of other Tenants of the complex, and any acts or matters relating to the security; and any conditions or circumstances relating to any services or undertakings provided by the Landlord or by anyone acting on behalf of the Landlord. Tenant acknowledges that there may be rental housing in this community which may be leased without an exculpatory provision such as the one contained in this lease. The Tenant understands this clause and agrees to its terms.

### **33. PERSONAL PROPERTY LEFT BEHIND IN LEASED PREMISES**

If Tenant shall abandon the Leased Property and shall leave personal property in or about the Leased Property or if the Lease Term shall end and Tenant shall vacate the Leased Property leaving personal property in or about the Leased Property, Landlord shall have the right, without notice and without liability, to store or dispose of any of Tenant's property remaining on the Leased Property as Landlord sees fit at Tenant's sole expense. Any such property shall be considered Landlord's property and title thereto shall vest in Landlord.

### **34. CONSENT TO JURISDICTION AND VENUE**

By executing this Lease Agreement, Tenant for himself or herself and his or her heirs, personal representatives, estate, and assigns, does irrevocably consent and agree to personal and subject matter jurisdiction and venue in the Magistrate, State or Superior Court of Bulloch County, Georgia, and does hereby waive any and all objections to the same. Tenant understands that Tenant may be waiving the right to be sued in Tenant's home county by executing this Lease Agreement and does so knowingly and intentionally.

Tenant hereby acknowledges that Tenant has read this lease agreement and will abide by all sections and addendums.

### **35. RULES AND REGULATIONS**

Tenant agrees to follow all rules and regulations for the Leased Property. If Tenant violates any rules or regulations for the Leased Property, Tenant and roommates may be evicted by Landlord. Tenant acknowledges responsibility for all guests and for notifying guests of all rules and regulations.

**Tenant Initials:**

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## RULES AND REGULATIONS

1. In addition to the terms, covenants, and conditions contained in this Lease Agreement, Tenant covenants and agrees to be bound by the rules and regulations applicable to all tenants of Hendley Properties, Inc.
2. Landlord reserves the right to alter, modify, and amend these rules and regulations, provided that such amendment, modification, or alteration shall serve the purpose of reasonably preserving the Leased Property and the rights and interests of the tenants to quiet enjoyment of the property. Notice will be given to all tenants.
3. Tenant shall be responsible for all damage or injury resulting from any violation of the rules and regulations.
4. Tenant shall not make or permit any disturbing noises on the property by himself, members of his family, guests or permit anything to be done that will interfere with right, comforts or convenience of other tenants. Tenant shall not play any loud musical instrument, loud stereo, loud television, loud radio or other audio equipment on the premises between eleven o'clock p.m. and eight o'clock a.m. the following day. A fine of \$200.00 will be charged for loud parties, loud music, loud car radios, and other disturbing noises.
5. Tenant shall keep the property in good state of preservation and cleanliness. If interior of property is deemed unclean, a professional cleaner may be hired at the manager's discretion to return the property to an acceptable state. Such charges will be billed back to the tenant. Any trash that is left on the grounds and porches will be removed to the dumpsters. The tenants responsible for the trash will be charged at the rate of \$75 per 50-gallon bag or a minimum charge of \$75 per incident. Neither tenants nor their guests shall throw cigarette butts on the grounds, paving, decks and porches. A fine of \$50.00 per incident will be charged to tenants who do not properly dispose of cigarette butts.
6. No ash can, garbage can, wood box, kitchen supplies, ice, laundry, furniture or other articles whatsoever shall be placed on the decks, patios or porches, with the exception of deck furniture on rear decks. No articles shall be hung from windows or placed upon windowsills. Blinds are not provided by Hendley Properties but must be hung in all windows facing road. They must be white in color.
7. The commodes and other water apparatus such as dishwashers and garbage disposals shall not be used for any other purpose other than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags, paper towels, excessive food matter, or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by the tenant upon whose property it shall have been caused. In addition, tenant(s) will be charged for any toilets and garbage disposals that have been clogged by foreign objects and will be charged a fee of \$35.00.
8. Tenant will not add, remove, enter or change any locks without prior written consent of the Landlord or Landlord's agent. Tenant must provide new key to Landlord.

**Tenant Initials:**

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9. Tenant is responsible for replacing smoke detector batteries as needed. Landlord shall not be responsible for the malfunction of smoke detectors whether as a result of weak, defective, or inappropriate battery or otherwise. Should Tenant fail to keep a charged battery in the detector or permit the smoke detector to be damaged in any way, Tenant shall be assessed the sum of \$25.00 plus any municipal fines.
10. Upon leaving property for an extended period of time, Tenant will maintain a minimum temperature of 55 degrees Fahrenheit during the cool months, and a maximum of 80 degrees Fahrenheit during the warmer months, in all heated rooms of the dwelling. Also, upon leaving property for any extended period of time, Tenant shall provide for daily inspection of the property during cold periods. This inspection shall include checking on the heating system to insure that proper heat levels are being maintained. (KEROSENE BURNERS OR ANY TYPE OF AUXILIARY HEATERS ARE PROHIBITED). Tenant is responsible for any damage to unit that occurs due to an adequate temperature not being maintained in the dwelling. Landlord may enter the Leased Property to read the water meters and change furnace filters.
11. No sticky materials whatsoever or large nails, hooks, screws or string lights (such as holiday decorations) are to be put in /on walls or ceiling. Small nails (such as brads) may be used in walls to hang pictures. Painting labor and supply costs will be charged to tenant for damage repairs for excessive holes, dark marks, sticky materials, large nail holes, marks on ceiling and any other painting costs exceeding normal wear and tear. NO DART BOARDS ARE PERMITTED INSIDE ANY UNIT.
12. Keys will be loaned to Tenant during reasonable business hours. Proof of I.D. and a \$5.00 deposit are required. If a key is lost or not returned at the end of the Lease Term, Landlord will charge Tenant for costs of changing locks. If a tenant gets locked out after hours, they may contact the emergency maintenance technician by calling the office number and pressing 0. A \$50 lockout charge will be assessed for all lockouts once maintenance has been dispatched, even if the tenant calls back and cancels.
13. Tenant shall furnish electric light bulbs. Landlord will not provide light bulbs after move in. Lights can be changed by maintenance during the lease year at \$5.00 per bulb. If the tenant provides the bulb, maintenance will install for free. Any burned out bulbs replaced upon move-out will be charged at the \$5/bulb rate.
14. Tenants are not permitted on rooftops.
15. Tenant agrees to give the right of entry to pest control vendors when extermination is scheduled.
16. Notice shall be given to Landlord if the property is not going to be occupied for a period of time.
17. No liquid filled furniture or receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the Landlord. Tenant also agrees to carry insurance deemed appropriate by the Landlord to cover possible losses that may be caused by such items. WATER BEDS ARE NOT PERMITTED.

Tenant Initials:

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18. Tenant (s) may not park on the grass at any time. Cars cannot be parked in fire lanes, along curbs, near dumpsters, behind another car, or any location other than designated parking spaces. Any cars parked in undesignated areas will be towed at owner's expense or charged \$25 per car to be paid by the tenant responsible for the car whether it is a personal or a guest's vehicle. Tenant is responsible for informing his or her guests of all policies contained in the Lease and applicable to Hendley Properties in general. Inoperable vehicles are not permitted to be on the property and will be towed at the owner's expense. Recreational vehicles such as, boats, RVs, ATVs, etc. are prohibited and will be towed at the owner's expense.
19. Tenant must use an ironing board when ironing clothes. At no time should the tenant place a hot or warm iron on the carpet. If carpet is burned by any means (iron, cigarette burns, candles, etc.) the ENTIRE carpet will be replaced at Tenant's expense.
20. Tenant agrees to notify Landlord immediately if the Leased Property is damaged by fire or any other cause. Tenant agrees to notify Landlord if there is any condition in the Leased Property that could damage the Leased Property or harm Tenant or others. If the Leased Property is damaged or destroyed to such an extent that Landlord terminates the lease, the Landlord has no further responsibility to the Tenant.
21. All utility bills must remain in the Tenant's name, including electric and water bills, until Tenant's exact lease expiration date. At no time during the Lease Term should any utilities be disconnected. If, during the Lease Term, utilities are taken out of Tenant's name and/or disconnected, a \$100 charge will be assessed and the Landlord will have the service terminated. Landlord is not responsible for Tenant utilities and Tenant has an obligation to ensure Leased Property has access to utilities during entire Lease Term.
22. Occupancy limits shall be limited to the person(s) named on the Lease Agreement. Local ordinances provide for over-occupancy, which constitutes a zoning violation, which may be subject to fines and/or criminal punishment. Tenants are specifically advised of the existence of this ordinance and should any violation occur or be alleged to have occurred, Tenants agree to pay all fines, court costs, and attorney's fees associated with such violations or alleged violations whether a conviction results or not. Tenants will be charged \$800.00 per illegal occupant for violation of this ordinance.
23. The use of any provided amenities: swimming pool, volleyball court, pond, fire pit, basketball area, etc. is at the Tenant's own risk. The Tenant further understands that any interruption of use will not alter or change any of the terms of the Lease. Each tenant may only bring one (1) guest to any amenity area at a time and must be present with guest at all times. Tenant understands that they are responsible for their guests and any damage they may cause.
24. Tenants are not allowed to use attics as personal storage space at any of our properties.
25. Tenants and guests are prohibited from smoking inside the leased premises. Tenant will be responsible for paying for any remediation required.

**Tenant Initials:**

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## MOVE OUT PROCEDURE

- Notify Landlord in advance of your exact moving date, and provide forwarding address.
- All extinguished light bulbs and dead 9 volt smoke alarm batteries must be replaced by Tenants. \$5.00 per bulb will be charged for blown/non-working bulbs. \$2.50 per battery will be charged for 9 volt batteries.
- Return all keys to Landlord when you vacate and obtain a receipt from the agent. Do not leave keys at the rental property. Failure to return all keys will result in a lock change charge of \$75.00.
- DO NOT turn refrigerator off, simply defrost and turn to lowest setting.
- Remove all personal effects, food and trash. Removal fees apply: \$75 per 50 gallon contractors trash bag and \$50 per piece of furniture.
- Exterior of the property must be clean and free of debris. This includes porches, decks, steps, and grounds adjacent to your unit.
- Upon vacating do not turn the air conditioning below 78 degrees F.
- Should tenant move out without inspection, tenant agrees to waive the right to contest any damage fees for the unit. Inspections must be requested by the tenant and are to be scheduled prior to July 13<sup>th</sup>.
- Unit should be “broom clean” after move out. Excessive cleaning will be billed back accordingly.

## SETTLEMENT CHARGES GUIDE

### Replacement Cost:

- Light Bulb: \$5 Per Bulb
- Light Switch/Electrical Plate: \$2
- Missing Smoke Detector: \$15
- Smoke Detector Battery: \$2.50
- Missing Interior Door Hardware: \$15 per door
- Exterior Lock Replacements: \$75 Covers (2) doors front and back. Each additional door \$30
- Interior Fridge Drawers and Shelving: (Current Market Parts Pricing) Receipts will be provided.
- Stove Parts: (Current Market Parts Pricing) Receipts will be provided.
- Microwave Parts: (Current Market Parts Pricing) Receipts will be provided.
- Dishwasher Parts: (Current Market Parts Pricing) Receipts will be provided.
- Washer/Dryer Parts: (Current Market Parts Pricing) Receipts will be provided.
- Ceiling Fan Replacement: \$105 (Covers Fan & Installation)
- Broken Glass: (Market Price)
- Window Replacement: \$285 Cover Complete New Window Install
- Interior Door Replacement: \$125 (Covers Materials and Labor)
- Interior Door Frame Replacement: \$125 (Covers Materials and Labor)
- Exterior Front Door: \$315 (Covers Materials and Labor)
- Double Glass Garden Style Door: \$625 (Covers Materials and Labor)
- Flooring Replacement: \$3.00 Per square foot (Damaged Flooring Requires Complete Room Replacement) Ceramic Tile Cost \$5.00 Per square foot for Material and Labor OR if previous flooring is not available it will be replaced with a like-flooring at market rate.

### Tenant Initials:

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- New Glass Top Stove: \$575
- New Dishwasher: \$325
- New Fridge: \$650
- New Microwave: \$250
- New Washing Machine: \$495
- New Dryer: \$495
- Sheet Rock Repairs: Price Will Depend On Scope of Work and Starts at \$25 an hour with a Minimum 1-hour charge.
- Tub Repair: Starts at \$75
- Screen Porch Door: \$75
- Screen Porch Repair: Starts at \$25
- Trash Removal: \$75 Per 50- Gallon Trash Bag
- Furniture Removal: \$50 per item
- Missing Flush mount Light Fixtures: \$20 Per Fixture
- Missing Shower Head: \$10
- Missing HVAC Thermostat: \$75
- Toilet Replacement: \$150
- Towel-Bar Replacement: \$25
- Toilet Paper Holder Replacement: \$25
- Flooring Transition Strips: \$25
- Broken/Missing Mirrors: Framed hanging mirrors will be replaced with a comparable mirror. Receipts will be provided. Broken sheet mirrors will be replaced by a glass company at market rate. Invoices will be provided.
- Pet Damage: Damage will be billed according to the extent of damage. Pictures of damage along with repair cost will be provided.
- Cabinet Repair: Will be billed according to repair cost.
- Painting: Walls that cannot be covered with one coat of paint will be charged an additional \$175 per room. Note: Living Room, Dining, Kitchen, Bathrooms, Hallways, Bedrooms, Etc. each count as a room. Accent walls will be charged at room rate.
- Porch Railings: Billed According to Damage
- Countertop Replacement: Invoice will be provided for materials. Labor will cost \$40 per hour.
- Pest Control: Any pest remediation required after move-out deemed required by tenant negligence or uncleanliness will be billed back at market rate.

NOTE: All repair work that is completed by tenant would need to be approved by the maintenance supervisor. Any work done to an unsatisfactory level will be redone to Hendley Properties satisfaction. Any items not listed on the charges guide will be priced individually and billed.

**CHARGES WILL BE MADE AGAINST YOU IF THE ABOVE PROCEDURES ARE NOT FOLLOWED. ALSO, ALL DAMAGES BEYOND NORMAL WEAR AND TEAR WILL BE BILLED ACCORDING TO THE HENDLEY PROPERTIES SETTLEMENT CHARGES GUIDE ENCLOSED IN THIS LEASE.**

Tenant Initials:

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I acknowledge that I have read the checkout procedures and will abide by the same.

\_\_\_\_\_  
Tenant  
Date

\_\_\_\_\_  
Tenant  
Date

\_\_\_\_\_  
Tenant  
Date

\_\_\_\_\_  
Tenant  
Date

\_\_\_\_\_  
Landlord/Date

**We you enjoy your HOME away from home!**

**Property Owner:**

**State of Georgia Real Estate Commission Firm Name:** Hendley Realty DBA Hendley Properties Inc.

**State of Georgia Real Estate Commission License Number:** H-7542

**Hendley Realty Broker:** John Ray Hendley, SR

**Broker Number:** 11872

**Tenant Initials:**

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