



RESIDENT SELECTION CRITERIA STUDENT HOUSING

In an effort to achieve our goal of providing the housing environment you desire, all prospective applicants are required to meet established criteria to be considered for residency. The community uses great care and will always abide by Federal, State and Local Fair Housing Laws when processing all potential resident applications.

- A valid state or federally issued photo I.D. is required from all Applicants 18 years of age or older prior to showing any rental home.
- Where applicable, to qualify for residency, the Applicant must be currently enrolled and in good standing with the University.
- Occupancy standards are one (1) person per bedroom unless stated otherwise.
- Each Applicant must be of legal age to enter into a binding contract based on prevailing state law.
- Guarantors are required on student housing properties unless Applicant can qualify for credit on his/her own.
- Minimum income requirements do apply. Guarantor or Applicant must make three (3) times the rental rate to qualify for residency. If Guarantor or Applicant does not make three (3) times the rental rate, the Applicant may be required to pay an additional security deposit.
- A credit report will be run on the Guarantor (or Applicant if no guarantor). An unsatisfactory report may result in the denial of the application. An unsatisfactory credit report is one that reflects past or current bad debts, late payments, or unpaid bills, liens or judgments. If your application is denied for poor credit history, you will be given the name, address, and phone number of the credit reporting agency that provided the report, as well as other information required to be provided by the Fair Credit Reporting Act. A Guarantor or Applicant with little or no credit history may be required to pay an additional security deposit.
- A Bankruptcy that has not been discharged in the past seven (7) years will result in an automatic denial.
- Rental history on the Applicant will be verified. The application may be denied for a negative rental reference. A negative rental reference constitutes any outstanding balance, eviction, complaints or lease violations to a current or previous landlord.
- Criminal history will be checked on the Applicant. Any felony guilty plea or conviction will result in the denial of the application. Any misdemeanor guilty plea or conviction in the past 7 years involving a crime against persons or property or that is gang related, drug related (except for a single violation of simple possession of marijuana), theft related, prostitution related, sex-related, cruelty to animals related, terrorism related or violent in nature ("Serious Misdemeanor") will result in the denial of the application. Listing on a national, state or local sex offender registry will result in an automatic denial of the application. Two or more DUI charges in the past 7 years will result in an automatic denial. Applicants listed on the OFAC (Office of Foreign Assets Control) Specially Designated Nationals list will result in an automatic denial. Any felony charge or Serious Misdemeanor charge reflected on an Applicant's record which is still pending may also result in denial of an application. If your application is denied for criminal history, you will be given the name, address, and phone number of the credit reporting agency that provided the report. Ambling Management Company reserves the right to obtain additional criminal reports on any applicant in its sole discretion if it has reasonable cause to believe that a resident has been involved in criminal activity.
- Incomplete or falsified documentation will result in denial of the application.

The Rental Application Fee is Non-Refundable, regardless of the circumstances. Please review these policies carefully before submitting an application. We will consider all applications.

Applicant

Date



THE LODGE OF ATHENS

APPLICATION FOR RESIDENCY

211 North Avenue Athens, GA. 30601 Ph: (706) 549-1700 Fax (706) 549-1469

Date: _____ HOW WERE YOU REFERRED TO US? _____

MONIES DUE: *Non-Refundable Administration Fee: \$ _____

*Non- Refundable Application Fee: \$ _____

Note: In the event that a cancellation request is made AFTER three days (72 hours) from the date the application is submitted, ALL FEES are forfeited to the Landlord. The application process allows the landlord/agent to assign the Bedroom suite per the base rent dollar amount indicated by the resident.

Desired, but not guaranteed, Rent Range From \$ _____ to \$ _____.

APPLICANT INFORMATION:

Full Name: _____

(Exactly as appears on Drivers License or Government / Other Photo Identification Card)

Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Social Security #: _____ Date of Birth: _____ Sex: _____

Drivers License #: _____ State: _____ Other Photo ID: _____

Vehicle Make: _____ Vehicle Model: _____ Tag Number: _____

PERMANENT HOME ADDRESS:

Street: _____ Apt.# _____

City: _____ State: _____ Zip: _____ Phone # _____

Rent or Own _____ Since: _____ Monthly Payment: \$ _____

Landlord/Lender: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

CURRENT EMPLOYER (If Applicable):

Name: _____ Street: _____

City: _____ State: _____ Zip: _____ Phone #: _____

Employed Since: _____ Position/Title: _____ # Hrs. Worked/Week: _____

Supervisor: _____ Salary/Wages: \$ _____ per _____ Hour _____ Week _____ Year _____

**THE LODGE OF ATHENS
APPLICATON FOR RESIDENCY**

EMERGENCY NOTIFICATION:

Name: _____ Relationship to Applicant: _____
Street: _____ City: _____ State: _____ Zip: _____
Phone #: _____ Email Address: _____

OTHER INFORMATION:

Have you ever been evicted from a rental property? Yes _____ No _____

Have you ever been sued for Non-Payment of Rent or for damages to a rental property? Yes _____ No _____

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES,"PLEASE EXPLAIN BELOW

The Applicant represents that all of the information on this Application for Residency is true and correct. The Applicant understands and agrees that the Lodge of Athens, and its representatives, may, at their discretion, obtain any or all of the following in processing this Application: Background Report, Credit Report, Landlord References, Employment/Income Verifications. PROVIDING FALSE INFORMATION MAY CONSTITUTE GROUNDS FOR DENIAL OF THIS APPLICATION, OR MAY RESULT IN TERMINATION OF TENANCY.

The Lodge of Athens, and its representatives, agree that any information obtained will be held in confidence, except as may be required by law, or as needed to confirm the information in this Application. APPLICANT SPECIFICALLY RELEASES THE LODGE OF ATHENS, AND IT REPRESENTATIVES, FROM ANY LIABILITY IN CONNECTION WITH OBTAINING OR DISCLOSURE OF THE AFORESAID INFORMATION. THIS APPLICATION DOES NOT GURANTEE A RESERVATION UNTIL THE LEASE DOCUMENTATION IS SIGNED.

Roommate matching is a courtesy; Landlord does not assume liability for any roommate issues.

Signature of Applicant Printed Name of Applicant Date

Signature of Property Agent Printed Name of Property Agent Date

Sign below when any monies listed on the first page of this application have been received.

ACCEPTANCE DATE OF APPLICATION _____

Amount Paid _____

Amount Owed _____

Application confirmed by: _____

Signature of Property Agent



Roommate Matching Profile

Date: / /

Move-In Date: / /

Name:	
Phone Number: () -	
Email Address:	
Preferred Roommate Name:	
Preferred Roommate Phone Number: () -	
Date of Birth: / /	Age as of Today:
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female Co-ed Living: <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(COED addendum required if yes)</small>	Home Town and State:
University/College:	Major:
Apartment Size: <input type="checkbox"/> Exterior- 898 square feet <input type="checkbox"/> Interior- 944 square feet <input type="checkbox"/> Split- 1028 square feet	Preferred Floor: <input type="checkbox"/> First <input type="checkbox"/> Second <input type="checkbox"/> Third
Academic Level: <input type="checkbox"/> Freshman <input type="checkbox"/> Sophomore <input type="checkbox"/> Junior <input type="checkbox"/> Senior <input type="checkbox"/> Grad	
Pet Preference: <input type="checkbox"/> I am bringing a pet If so, what kind: _____ <input type="checkbox"/> I am not bringing a pet <input type="checkbox"/> I cannot live with a pet <input type="checkbox"/> Pets do not bother me	

What are Your Habits and What are You Looking for in a Roommate?

	Check What Applies to You	Check What Applies to Your Ideal Roommate
Smoking	<input type="checkbox"/> Don't Smoke <input type="checkbox"/> Do Smoke	<input type="checkbox"/> Don't Smoke <input type="checkbox"/> Doesn't Matter <input type="checkbox"/> Do Smoke
Drinking	<input type="checkbox"/> Don't Drink <input type="checkbox"/> Do Drink	<input type="checkbox"/> Don't Drink <input type="checkbox"/> Doesn't Matter <input type="checkbox"/> Do Drink
Housekeeping	<input type="checkbox"/> Tidy <input type="checkbox"/> Somewhat Tidy <input type="checkbox"/> Untidy	<input type="checkbox"/> Tidy <input type="checkbox"/> Somewhat Tidy <input type="checkbox"/> Untidy <input type="checkbox"/> Doesn't Matter
Cooking	<input type="checkbox"/> Cook Often <input type="checkbox"/> Don't Cook <input type="checkbox"/> Cook Occasionally	<input type="checkbox"/> Cook Often <input type="checkbox"/> Don't Cook <input type="checkbox"/> Cook Occasionally <input type="checkbox"/> Doesn't Matter
Entertain Friends at Your Place	<input type="checkbox"/> Often <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Often <input type="checkbox"/> Occasionally <input type="checkbox"/> Never <input type="checkbox"/> Doesn't Matter
Dating	<input type="checkbox"/> Single <input type="checkbox"/> Attached	<input type="checkbox"/> Single <input type="checkbox"/> Doesn't Matter <input type="checkbox"/> Attached
Sleeping Habits	<input type="checkbox"/> Early Bird <input type="checkbox"/> Night Owl	<input type="checkbox"/> Early Bird <input type="checkbox"/> Doesn't Matter <input type="checkbox"/> Night Owl
Studying	<input type="checkbox"/> Often <input type="checkbox"/> Average <input type="checkbox"/> Seldom	<input type="checkbox"/> Often <input type="checkbox"/> Average <input type="checkbox"/> Seldom <input type="checkbox"/> Doesn't Matter
Going Out For Fun	<input type="checkbox"/> Often <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	<input type="checkbox"/> Often <input type="checkbox"/> Occasionally <input type="checkbox"/> Never <input type="checkbox"/> Doesn't Matter

Describe anything else that you may look for in your ideal roommate:



Roommate Matching Profile (Page 2)

What Do You Do in Your Spare Time for Fun? (Check All That Apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> Attend Concerts | <input type="checkbox"/> Cooking | <input type="checkbox"/> Science Fiction |
| <input type="checkbox"/> Attend Cultural/Arts Events | <input type="checkbox"/> Crafts | <input type="checkbox"/> Science/ New Technology |
| <input type="checkbox"/> Auto Repair/Motorecycles | <input type="checkbox"/> Current Affairs | <input type="checkbox"/> Shopping Trips |
| <input type="checkbox"/> Bars/Nightclubs | <input type="checkbox"/> Fishing/Hunting | <input type="checkbox"/> Snow Skiing |
| <input type="checkbox"/> Bible Reading/ Church Groups | <input type="checkbox"/> Fraternity/Sorority | <input type="checkbox"/> Softball/Baseball |
| <input type="checkbox"/> Bicycling Trips | <input type="checkbox"/> Golf | <input type="checkbox"/> Stock/Bond Investments |
| <input type="checkbox"/> Boating/ Sailing | <input type="checkbox"/> Health/Natural Foods | <input type="checkbox"/> Swimming |
| <input type="checkbox"/> Book Reading | <input type="checkbox"/> Listening to CDs | <input type="checkbox"/> Tennis |
| <input type="checkbox"/> Camping/Hiking | <input type="checkbox"/> Movies | <input type="checkbox"/> TV Watching |
| <input type="checkbox"/> Campus Clubs/Organizations | <input type="checkbox"/> Photography | <input type="checkbox"/> Video Games |
| <input type="checkbox"/> Cards/Board Games | <input type="checkbox"/> Exercise/Aerobics | <input type="checkbox"/> Volleyball |
| <input type="checkbox"/> Career-Oriented Activities | <input type="checkbox"/> Musical Instruments | <input type="checkbox"/> Watching College Sports |
| <input type="checkbox"/> Collecting | <input type="checkbox"/> Playing Pool | <input type="checkbox"/> Watching Pro Sports |
| <input type="checkbox"/> Computers/Internet | <input type="checkbox"/> Running/Jogging | <input type="checkbox"/> Working Out in the Gym |

What Best Describes Who You Are? (Check All That Apply)

- | | | |
|---------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Adventurous | <input type="checkbox"/> Hard working | <input type="checkbox"/> Outspoken |
| <input type="checkbox"/> Aggressive | <input type="checkbox"/> Humorous | <input type="checkbox"/> Perfectionist |
| <input type="checkbox"/> Athletic | <input type="checkbox"/> Independent | <input type="checkbox"/> Religious |
| <input type="checkbox"/> Competitive | <input type="checkbox"/> Laid Back | <input type="checkbox"/> Reserved |
| <input type="checkbox"/> Confident | <input type="checkbox"/> Moody | <input type="checkbox"/> Shy |
| <input type="checkbox"/> Conservative | <input type="checkbox"/> Open Minded | <input type="checkbox"/> Spontaneous |
| <input type="checkbox"/> Emotional | <input type="checkbox"/> Organized | <input type="checkbox"/> Studious |
| <input type="checkbox"/> Energetic | <input type="checkbox"/> Outgoing | <input type="checkbox"/> Talkative |

Is there anything about yourself that you may want potential roommates to know (Habits, Likes, Dislikes, Special Needs, Allergies, etc.)?

I hereby allow THE LODGE OF ATHENS to release or share any of the above information relative to the Roommate Matching process. THE LODGE OF ATHENS does not match COED roommates; however COED roommates may live together and choose for themselves the opposite gender as roommates and complete COED addendum. Although there is absolutely no guarantee that I will be matched with the perfect roommate, I understand that they will try their best to help fulfill as many requests as possible. ROOMMATE MATCHING IS A COURTESY; LANDLORD DOES NOT ASSUME LIABILITY FOR ANY ROOMMATE ISSUES.

Signature of Applicant

Signature of Agent

THE LODGE OF ATHENS
UNCONDITIONAL AND CONTINUING PARENTAL OR SPONSOR GUARANTY

Printed Name of Resident

1. This unconditional and continuing Parental or Sponsor Guaranty form must be signed in front of a NOTARY, or signed in the personal presence of the site Proprietor. The Guaranty must be returned to the site Proprietor within 72 (Seventy Two) hours, otherwise the resident will be in violation of the Rental Lease Agreement and Contract, and will not be permitted occupancy at The Lodge of Athens Apartments.
2. You are executing this Guaranty in consideration of Landlord providing an Apartment/Bedroom and Common Area facilities to Resident, as provided in any Lease document signed by the Resident named below. The Guarantor named below hereby guarantees payment of all sums due under any Lease signed by the Resident named below, **including all Lease renewals**, amendments, changes or re-assignments regarding the Apartment/ Bedroom accommodations, and further guarantee the performance of all Resident's obligations under the lease.

Guarantor Initial _____

3. If we, as the Landlord/ Owner of the premises, delay or fail to exercise Lease rights, pursue remedies, give notices, or make demands to the Resident or to you as the Guarantor, these will not act as a waiver of our rights as Landlord/ Owner. All of our remedies against the Resident apply to the Guarantor as well. The Resident and Guarantor are jointly and severally liable for payment of all amounts due. It is not necessary for us to sue or exhaust remedies against the Resident in order for us to pursue remedies against you as Guarantor. You agree that this Guaranty can be enforced where the Premises are located, no matter where you reside.
4. You represent that all information submitted by you on this Guaranty form is true and complete. Your execution of this Guaranty will act as your confirmation that your Gross Monthly Income is at least three (3) times the monthly Rent (as defined in the Lease) payable under the Lease. You authorize us to request and obtain consumer Credit Reports as needed, to qualify you as Guarantor. A facsimile signature by you on the Guaranty is just as binding as the original signature. The original Guaranty form must be provided to the Managing Agent within three (3) business days of our receiving the facsimile copy.
5. **NOTIFICATION OF GUARANTOR:** Management reserves the right to notify the Guarantor of the RENTAL LEASE AGREEMENT AND CONTRACT ("Lease") of any issues or concerns that management may have regarding obligations under the Lease. This contact shall only be made by the Site Proprietor or designee of the Site Proprietor. Guarantor acknowledges base rent desired, not guaranteed, by the applicant as noted on application for residency.

Guarantor Initial _____

THE LODGE OF ATHENS

UNCONDITIONAL AND CONTINUING PARENTAL OR SPONSOR GUARANTY

RESIDENT INFORMATION

Resident: _____
Printed Name

PROPERTY:

____ THE LODGE OF ATHENS

d/b/a The Lodge of Athens

211 North Avenue

Athens, GA. 30601

PH: (706) 549-1700 FAX: 549-1469

Owner's Representative / Managing Agent: Ambling Management Company, Inc.
348 Enterprise Drive
Valdosta, GA. 31601

NOTE: LOCATION ASSIGNMENT PENDING

GUARANTOR INFORMATION - Guarantor must be a parent or legal guardian or responsible party (proof required) aged twenty-one (21) years or older unless approved by management.

Name: _____ Soc. Sec. Number: _____ - _____ - _____
Printed Name

Address: _____ City / State / Zip: _____

Home Phone No.: () _____ - _____ Date of Birth (m/d/y): ____ / ____ / ____

Work Phone No.: () _____ - _____ Email Address: _____

Driver's License: _____ Issued by (State): _____

Place of Employment: _____ Position / Occupation: _____

Monthly Household Income: _____ Relationship to Applicant: _____

.

THE LODGE OF ATHENS

UNCONDITIONAL AND CONTINUING PARENTAL OR SPONSOR GUARANTY

_____ Printed Name of Resident

Signature of Guarantor: _____

Printed Name of Guarantor: _____

Lodge of Athens Representative: _____ Date Signed: _____

NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

This instrument was acknowledgement before me this _____ (date) by _____ (name of person), who is personally known to me or who has produced _____ (type of identification) as identification

Notary Signature: _____ Printed Name: _____

My Commission expires: _____ Serial Number: _____

*** A notary signature is required only if this is not signed in the presence of a community agent.**

Rental Lease Agreement and Contract

Resident is leasing a bedroom and an individual share of the common elements in an apartment, hereinafter cumulatively referred to as a "Space", within The Lodge of Athens. We reserve the right to move the resident upon a forty-eight (48) hour written notice to another Space in The Lodge of Athens for any reason, including but not being limited to our convenience.

The more typical reasons for reassigning your Bedroom include: overbooking or underbooking an apartment type, roommate disputes (the transferring resident would be subject to a Transfer Fee), consolidating or issues that renders the Bedroom or apartment uninhabitable.

All payments and any monies due The Lodge of Athens must be paid by one of the following methods: _____ Initials
 Personal Check (payable through a financial intermediary);
 Certified Check, Cashier's Check or Money Order (payable through a financial intermediary);

CASH IS NOT ACCEPTED FOR PAYMENT OF MONIES DUE. _____ Initials

NOTE: THE DOLLAR AMOUNTS OR LEASE DATES IN THIS LEASE PREVAIL OVER ANY CURRENTLY PUBLISHED RENTAL RATES, FEES, CHARGES, LEASE DATES ETC. YOUR EXECUTION OF THIS LEASE CONFIRMS THAT NO ORAL PROMISES, REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE BY US OR ANY OF OUR REPRESENTATIVES. THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT ALL RESIDENTS OF THE APARTMENT COMMUNITY WILL BE STUDENTS.

- 2. **DESCRIPTION:** This Rental Lease Agreement and Contract (hereinafter referred to as "Lease") is between you and us. We agree to lease to you and you agree to lease from us, the Premises. The "Premises" is defined as including each of the following:
 - (a) Your sole use of the Bedroom in the Apartment within the Apartment Community.
 - (b) Together with the other Residents of the Apartment, your joint uses of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom, and, within the Apartment Community, those areas to which all Residents have general access which are subject to restricted operating hours);
 - (c) Your sole use of the furniture within the Bedroom; and your joint use of all appliances, equipment and furniture within the Common Areas of the Apartment; and
 - (d) Your joint use of the Mail Box; and
 - (e) Your sole use of a Parking Space (If applicable).

3. **SPECIAL PROVISIONS:** The following special provisions & addenda have been added to and are incorporated as part of this Lease: **Unconditional and Continuing Parental or Sponsor Guaranty, Apartment Community Policies & Guidelines, Safety Suggestions and Tips for Residents, and any additions or changes to policy in which the Resident(s) would be notified of any such changes.** The application, roommate matching, and guarantor forms acknowledge the landlords right to assign a bedroom according to the initial base rent amount the resident has indicated. Booking changes may be contingent upon availability.

4. **UTILITIES:** We agree to furnish pest control, trash removal from compactor, cable TV, and internet service for the Apartment. If you want additional cable channels, you must contact the service provider and make arrangements with the service provider to pay the provider directly for those additional channels. You as the Resident shall be responsible for direct payment for the cost of non-provided utilities and services to the providers of such utilities and services. Should the Landlord pay any utility charge on behalf of the Resident, Resident shall be jointly and severally liable with and applicable Co-Resident(s) to Landlord for such charges which shall be considered Additional Rent. Any failure to pay such amounts shall be a default under this Agreement. Landlord reserves the right to terminate the services to Resident at any time and to enact rules and regulations governing the use of the services by Residents. **We will not be liable for any interruption, rate increases by utility provider, surge or failure of utility services by the local utility provider or us to the premises or any damage directly or indirectly caused by the interruption, surge or failure.**

_____ Initials

Resident shall be solely responsible for obtaining and paying for utility services to the Unit and such service shall be maintained in the name of the Resident of Co-Resident(s) within the Unit. Resident(s) must provide Landlord evidence that such service has been obtained in the name of Resident or a Co-Resident prior to occupancy of the Bedroom during the term of this Agreement. In the event such service(s) is not maintained in the Resident's or Co-Resident's name or is not paid when due, Landlord may elect to treat such nonpayment as a default under this Agreement. In the event Landlord shall disconnect any of the services provided hereunder to Resident, Resident shall pay a Reconnection Fee of **\$75.00**, plus all applicable taxes for any reconnection of services. Such amount shall be due as Additional Rent and due and payable in full together with any applicable late charges prior to reconnection of services.

5. **OCCUPANCY (TRANSFER AND SUBSTITUTION OF RESIDENT):** Only you can live in the Premises. **Guests are permitted for overnight stays up to a maximum of three (3) days within each ninety (90) day period and as a courtesy, resident must pre-notify your roommates; thereafter, they must qualify for tenancy.** The Premises may only be used as a private residence and for no commercial business to include an internet based business, or other purpose. While you cannot personally sublet any part of your Premises to another person, you as a Resident may be able to transfer to another Bedroom in your Apartment, or to another Bedroom in another Apartment. The transfer may be prompted by either Resident or Landlord. Our written consent to a transfer, is required and may be withheld at our sole discretion.

- a) **If you want to transfer from one Apartment to another, or from one Bedroom to another, the following will apply:**
 - 1) The transfer **MAY ONLY** be effective as of the 1st of a month and must be completed by 5:00 p.m. on the 2nd day of that month. Any exception to this rule must be specifically approved in writing by the Site Manager.

Rental Lease Agreement and Contract

- 2) All keys from the transferring Bedroom / Apartment must be returned by 5:00 p.m. on the 2nd day of that month or the cost to replace keys and door locks will be charged to you.
- 3) You must sign a new Lease, complete applicable documentation, and pay a prorated month's Rent for the new Space prior to move-in to that space. All monies owed must be current before any transfer or re-let is approved by the Site Manager including any applicable overage to the electric allotment.
- 4) If applicable, Refundable Security Deposit transfers will be allowed only after required move-out forms are complete and any monies that are due to the Property are paid.
- 5) Failure to pay any sums due relating to your former space shall be deemed a curable material violation of the new lease. A **\$ 200.00 TRANSFER FEE** must be paid in full prior to move-in into the new Space.
- 6) Any difference in any pre-paid last month's rent must be paid prior to transfer. _____ **Initials**

b) If the Apartment consists of more than one Bedroom, we have the right, when any Bedroom within the Apartment is unoccupied, to place a new Resident in the unoccupied Bedroom unless you and all other Residents in the Apartment, agree to pay us, as part of your respective Rent, the Rent due for such unoccupied Bedroom. We will make a reasonable attempt to contact you prior to the placement of a new roommate. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate your Lease.

c) No space may be re-let without the landlord's written consent, which may be withheld for any reason. If a Re-let is allowed, a **\$200.00 RE-LET FEE** shall be payable prior to the re-let Resident's occupancy. This applies to the Resident's Bedroom only. Resident is not allowed to occupy or use or allow another person to occupy or use an empty bedroom within the Unit. Rent will be assessed to Resident if Owner or Owner's managing agent deem that an empty bedroom is occupied or used.

_____ **Initials**

6. **LEASE TERM:** The Lease starts at 12:00 noon on the Starting Date, and ends at 12:00 noon on the Ending Date. This will be strictly enforced. You cannot, however, occupy your Premises until we have the Lease documents and any required Guaranty fully executed.

7. **RENEWAL OF LEASE:** If Landlord chooses not to renew Resident's Lease, Landlord will provide a notice at least 30 (thirty) days in advance of the Lease Ending Date.

- (a) Written notification of the tenant's lease renewal intention is required 120-days prior to the lease Ending Date. Should you decide to renew your lease, you must provide us written notice to renew at least 120-days prior to the expiration of your current lease. You must sign a new lease agreement at that time in order to retain your residence in your current Apartment / Bedroom.
- (b) Upon renewal, we reserve the right to order a new credit verification of your Guarantor with notification to Guarantor.
- (c) Should you decide to renew and have provided us with the 120-day notice, however you wish to transfer to another Apartment / Bedroom you are subject to the Transfer requirements cited in Section 5, paragraph (a) of the lease agreement.
- (d) Should you request to renew your lease in your current Apartment / Bedroom less than 120-days prior to the expiration of your current lease, you will be subject to the **\$200 transfer fee** to relocate the new resident to another Apartment / Bedroom.

_____ **Initials**

8. **HOLDOVER:** If you occupy the Premises past the Lease Ending Date and/or do not return keys, you will owe us double the Total Rent, calculated daily, for the extra time that you stay in the Premises (payable daily in advance). You also agree to be liable for all of the Total Rent that was due but that could not be collected under the Lease of the person who could not move-in because of your remaining in the Premises.

9. **MOVE-IN:** A walk-through of the Apartment and Bedroom, will be done at the time of move-in and a Move-In & Move-Out Checklist(s) will be provided to you. Within 48 hours after you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you may be responsible for defects or damages that may have existed as of the date of move-in. Your mailbox key will be issued to you upon receipt of your Move-In Condition Form. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their **"AS IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.** Resident acknowledges that all furniture, furnishings, fixtures and appliances, exclusive of Resident's personal property, are the sole property of Landlord.

MOVE-OUT / RENEWAL / TRANSFER BETWEEN LEASES: Please refer to the following:

- (a) If you intend to leave the premises permanently prior to the Lease Ending Date, you must pay all Rent through the Ending Date of the Lease by the time that you move out and vacate the Apartment/Bedroom in the same condition as when leased, normal wear and tear expected. If applicable, your Refundable Security Deposit will be applied to any outstanding charges. Notwithstanding, you will be responsible for any damages, utility overages and other monies outstanding that are due in conjunction with your lease.
- (b) **CLEANING:** When you leave, whether at or prior to the Lease Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be cleaned thoroughly and be in good repair and condition. If you fail to clean adequately, or if any furniture or appliances have been damaged, you will be liable for reasonable charges to complete such cleaning, repair or replacement. A **Schedule of Cleaning & Replacement Charges** (which may be changed from time to time, at the Landlord's sole discretion, upon reasonable notice to the Resident) applicable under this Lease is made available to Resident at the time of Move-In and at the time of Move-Out. In the event that cleaning or repairs are necessary after Move-out, you agree to pay the schedule amount or actual charges, whichever is greater.

Rental Lease Agreement and Contract

(c) **RENEWAL OR TRANSFER BETWEEN LEASES:** The following procedures shall apply:

Renewing Residents who are remaining in their current Apartment/Bedroom will be required to remove all personal belongings from the common areas and place in their Bedroom or Apartment storage closet. All frozen or refrigerated items must be bagged and tagged by renewing resident. **If not, any and all contents of the refrigerator and freezer will be disposed.** This is required in order to expedite the cleaning and painting of the Apartment for new Residents moving in.

Renewing Residents who are transferring from one Apartment/Bedroom to another Apartment/Bedroom will be required to move out at the Lease End Date and move in on the new Lease Starting Date. Any Prepaid Rent will be applied appropriately.

_____ **Initials**

(d) **REPLACEMENT:** If any items are missing or damaged to the point that they must be replaced at the time of Move-Out, or when observed during entry of the Apartment or individual Bedroom during the normal course of business, you will be charged for 1) labor to remove the damaged item, 2) labor to repair the area in preparation for the installation of the new item, 3) current cost of the item, and 4) labor to install the new item and any other applicable service charges. A listing of the more common Replacement Charges is available in the leasing office per applicable service charges.

10. RENT AND ADDITIONAL CHARGES: Rent and any Additional Charges due from Resident are due and payable as described on Page 1 of this Lease, in advance and without us having to make demand for payment. Landlord shall have the option to submit any unpaid charges owed by Resident to a collection agency, in which event Resident also shall be liable for all fees charged by the collection agency.

11.

The Rent is payable at the Site Manager’s office (or at such other place of which we notify you in writing). We require that all monies payable to us be paid by Cashier’s Check, Money Order or Personal Check. Cash will not be accepted for payment of any monies due. Any other arrangements for payment must be previously approved by the Site Manager. Other forms of payment subject to additional fees.

(a) **Regardless of whether it is a holiday or weekend, if you have not paid and we have not received all monies that are due by the 2nd day of the month, regardless of the postmark date, we can charge you a Late Fee. Late Fees accumulate as follows:**

**\$ 40.00 RENT IS LATE ON THE 3RD DAY. BEGINNING THE 3RD DAY, YOU WILL PAY THE \$40.00 AND
\$ 5.00 PER DAY BEGINNING WITH THE 4TH DAY AND EVERY DAY THEREAFTER**

Rent will not be accepted unless all late fees are included.

(b) **You also agree to pay a \$40.00 Returned Check Fee for a returned check plus any associated late fees. Returned Check Fees may be changed from time to time, at the Landlord’s sole discretion. Following your first returned check, you agree to pay all subsequent rental and other monies due by Cashier’s Check or Money Order.**

(c) **At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about. Payment for returned checks for any reason, must be replaced with cashier's check or money order from a United States based financial institution.**

(d) **You are liable for all costs or charges associated with our having to provide special services to you or on your behalf and for all fees as described in the Apartment Community Policies & Guidelines (the Community Policies) which are attached to the Lease.**

(e) **Any monies you owe us, including but not limited to Late Fees, Returned Check Fees, Fines, and Damage or Replacement Costs, are considered “Rent” under the Lease (if applicable under state law).**

(f) **All payments of rent which are determined to be late payments must be paid with a Cashier’s Check or Money Order and include any fees that are due the property. No partial payments will be accepted.**

_____ **Initials**

(g) **A drop box is ALWAYS available at the main entrance to the Clubhouse for your convenience.**

_____ **Initials**

12. NOTIFICATION OF GUARANTOR: Management reserves the right to notify the Guarantor of your RENTAL LEASE AGREEMENT AND CONTRACT (“Lease”) of any issues or concerns that Management may have regarding your obligations under this Lease. This contact shall only be made by the Site Manager or designee of the Site Manager.

13. COMMUNITY POLICIES: You and your guests must comply with all written rules and policies adopted for the Apartment Community. These rules and policies, referred to as the Community Policies, are considered to be part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time, at our sole discretion, by posting notice on a bulletin board or other area or by whatever means is considered appropriate to notify the Residents. Management limits guests to a maximum of 5 guests per resident at any one given time.

13. TRAFFIC CONTROL ACCESS GATES (If Applicable): Traffic control access gates are located at the entrance to the Apartment Community. These gates will be programmed to be operational and closed during the limited evening hours, which will be determined seasonally on a daily basis and are activated (opened) by use of an Access Card provided to you. Any guests or visitors must use the intercom system to contact you within your Apartment. You then have the option to

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signal, via a local telephone within your Apartment, the traffic control access gate, so that your guest can gain access to the property. You agree that we will not be liable for any interruption or failure of the traffic control access gates (if applicable).

Additionally, we can revise or amend the hours of operation for the traffic control access gates, at any time, at our sole discretion, by posting notice on a bulletin board or other area or by whatever means is considered appropriate to notify the Residents.

WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES OF SECURITY OF OR ACCESS TO THE PROPERTY.

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14. **ACCESS CARDS:** You have been issued a magnetically encoded Access Card. The Access Card provides access to the Apartment Community during the operational hours of the Traffic Control Access Gates and to certain common areas of the Apartment Community. The manner in which these cards operate for the specific areas will be respectively posted in a conspicuous manner. This Access Card is the property of the Apartment Community. The Access Card has been issued to you as long as you are a valid Resident (a valid Resident is a Resident with an active Lease in good standing) of the Apartment Community and you are responsible for the care of the Access Card. Upon your Lease termination, you must return the Access Card. If the Access Card is lost or destroyed, or not returned upon your Lease termination, you will be charged **\$25.00** for its replacement. Access Card is solely for Resident's use and unauthorized use of Access Card is a violation of this lease. Additionally, if Access Card is misused or damages occur as a result of allowing unauthorized persons to utilize access card, Resident is liable for said damages (if applicable).

15. **MAINTENANCE, ALTERATIONS AND REPAIRS:** Please refer to the following:

(a) You are responsible for and agree to maintain your Apartment and Bedroom in a clean and sanitary condition taking good care of the Premises and the furniture in the Premises and Common Areas relating to your Apartment (unit). You will not remove any of our property and you will not perform any repairs, painting, wallpapering, electrical changes or other alterations (other than for small holes in the sheet rock for hanging pictures) of the Premises without our prior written consent.

(b) **MOLD AND MILDEW: Resident acknowledges that it is necessary for Resident to provide for appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident agrees to clean and dust unit on a regular basis to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees not to block or cover heating, ventilation or air conditioning duct in the unit. Resident also agrees to not to disconnect or hinder the operation of the exhaust fan provided in the bathroom. Furthermore, Resident acknowledges the responsibility for reporting to the management office; (a) any evidence of water leak or excessive moisture in the unit as well as in any storage room or common area; (b) any evidence of a mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping area; (c) any failure or malfunction of the heating ventilation or air conditioning system in the unit, and, (d) any inoperable windows and doors. Resident further agrees that Resident shall be responsible for damage to unit and Resident's property as well as injury to Resident and Co-Residents resulting from Resident's failure to comply with the terms of this paragraph.**

(c) **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If you do not comply with this and / or you are proven to have pulled the fire building alarm negligently you may become subject to damages, civil penalties and attorney's fees. Any person who willfully and maliciously injures, destroys, removes, or in any manner interferes with the use of any vehicles, tools, equipment, water supplies, hydrants, towers, buildings, communication facilities or other instruments or facilities used in the detection, reporting, suppressions or extinguishment of fire shall be guilty of a FELONY IN THE THIRD DEGREE AND BE SUBJECT TO A FINE WHICH WILL BE DETERMINED BY MANAGEMENT.**

(d) Except in the event of emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, the request must be made in writing to us. In the case of the malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In the case of the malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks; electrical problems; carpet holes, broken glass; broken locks or latches, and any condition which you reasonably believe poses a material hazard to health or safety. Any maintenance repairs deemed an immediate emergency will be handled by after hours emergency maintenance staff and would not require notice in writing at that time. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent.

(e) We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

We will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises caused by our making repairs, alterations or improvements to the Premises, the Apartment, the Lodge or the Apartment Community, including all amenities. If you request any repairs, they will be performed during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, you will have to pay in advance any additional charges resulting from such request.

(f) We are not liable to you or your guests for personal injury or damage or loss of personal property from any Acts of God, war time, terrorist activity, burglary, tree or tree limb falling, fire, smoke, rain, flood, water leaks, hail, ice, snow, lighting, wind, explosion, or surges or interruption of utilities. **We urge you to obtain your own renter's insurance for losses due to such causes.**

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- (g) No other extraordinary appliances (i.e. Jacuzzi, refrigerators and / or freezers, motorcycles or other type of power equipment etc.) as determined in our sole judgment, can be installed, placed or used in the Apartment, without the Site Manager's written approval. **Also, it is strictly prohibited to move any indoor furniture or appliance owned by The Lodge of Athens from the premises or moved to the screened veranda area.**

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- 16. LIABILITY:** We will **not** be liable to you or any of your guests for injury, damage, or loss to persons or personal property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE US AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES FROM ANY AND ALL CLAIMS AND/OR DAMAGES (1) FOR LOSS OR THEFT OF YOUR OR YOUR GUESTS' PERSONAL PROPERTY, AND/OR (2) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S COMMON AREA FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND ARE USED AT THE USER'S SOLE RISK.
- 17. CASUALTY LOSS:** If in our reasonable judgment, the Premises, the Lodge or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, we will refund prorated, prepaid rent and all deposit(s), less lawful deductions. If we determine that material damage has not been caused to the Premises, the Lodge or the Apartment Community, Dwelling only, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction in Rent for the unusable portion of the Premises unless you or your guest caused the fire or casualty.
- 18. RIGHT OF ENTRY:** We may, upon such notice as required by law, enter the Premises for any reason that the Site Manager or we deem necessary. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, in which event you will be liable for any damage caused thereby). We may enter without notice to protect the property or to prevent damage.
- 19. DEFAULT:** You are in violation of this Lease if:
- (a) You fail to pay Rent or any other amount owed under this Lease as directed by this Lease; Rent is accelerated, without notice, upon default.
 - (b) You or your guest(s) violates this Lease or any addendum to it, the Community Policies, any community rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
 - (c) Any of the utilities which are payable by you or other Residents of the Apartment are not paid on a timely basis or are disconnected or shut-off;
 - (d) You fail to move into the Premises within five (5) days after completion of all required documentation and the Lease Starting Date becomes effective, or, if you abandon the Premises. If it appears you have moved out before the end of the Lease term, i.e. clothes and personal belongings have been substantially moved out and you have not been in the Bedroom for sixteen (16) consecutive days. **Resident must notify Landlord, in writing, any time he/she will be absent from occupancy of their Bedroom for a period of sixteen (16) consecutive days or more.**
 - (e) You or the Guarantor have made any false statements or misrepresentations on your Application for Residency or the Guarantor's signed financial information or Guaranty;
 - (f) You or your guest is convicted of a felony offense involving actual or potential harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law, whether on or off of the Premises;
 - (g) Any illegal drugs or illegal drug paraphernalia are found in the Premises (photos will be taken and forwarded to your guarantor) or
 - (h) You fail to pay any fee after it is levied in accordance with this Lease or the Community Guidelines and State law.
- 20. REMEDIES:** If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed and to the extent permitted by law:
- (a) Collect any fee imposed by the Community Policies;
 - (b) Sue to collect past due Rent and any other damages that have occurred because of violating your Lease;
 - (c) Terminate the Lease and your right to occupy the Premises and institute an action for eviction;
 - (d) Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the Rent actually paid by the new Resident, together with any expense incurred to relet the Premises).
 - (e) Report all violations to credit reporting agencies; and

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- (f) Do any combination of a, b, c, d, or e.
- (g) All unpaid amounts will bear interest at the highest rate allowed by law per year, from the date originally due through the date of payment.
- (h) **Any legal action commenced hereunder will be brought in Clarke County, Georgia or as determined by managing agent.**

21. ACCEPTABLE USE POLICY – INTERNET SERVICE

The Lodge of Athens entered into an agreement with Charter Communications (“CHARTER COMM”) to provide Internet services to the residents of The Lodge of Athens in Athens. CHARTER COMM provides a variety of Internet services to residential and businesses (“Services”) and allows subscribers to connect to each company’s respective high-speed backbone network and the Internet.

The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the Services is subject to the following rules and guidelines. Each customer of CHARTER COMM or their respective distribution affiliates are responsible for ensuring that the use of all Services provided to any such customer complies with this Acceptable Use Policy (the “Policy”). ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CUSTOMER SERVICE DEPARTMENT OF THE APPROPRIATE PROVIDER SO THAT THE USER’S ACCOUNT MAY BE CLOSED.

ATHENS Internet product name: CHARTER COMMUNICATIONS

For help, please go to website at www.CHARTER.com and follow instructions to contact Customer Service or call 1-888-GET CHARTER.

Illegal Activity

The use of the Services for any activity that violates any local, state, federal, or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to: 1) Posting or disseminating material which is unlawful (such as child pornography or obscene material). 2) Disseminating material that violates copyright or other intellectual property rights for others. You assume all risks regarding the determination of whether material is in the public domain. 3) Pyramid or other illegal soliciting schemes. 4) Any fraudulent activities, including impersonating any person on entity or forging anyone else’s digital or manual signature.

Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person’s computer, software or data, without the knowledge or consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to “crash” a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, CHARTER COMM recommends against enablement or printer sharing of any sort and that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Neither CHARTER COMM nor any of their distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of accessing content through the Service shall have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may want to use a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. CHARTER COMM and any of their distribution affiliates reserve the right to refuse to post

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or remove any information or materials, in whole or in part, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Neither CHARTER COMM n or any of their respective distribution affiliates has any obligation to monitor transmission made on the Services. However, CHARTER COMM along with their distribution affiliates have the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with the Policy and authorizes CHARTER COMM along with their distribution affiliates to reproduce, publish, distribute, and display such content worldwide.

Electronic Mail

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resources that uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your "from:" and "reply to:" addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk e-mailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute "nospam.john.smith" for "john.smith".

You may not reference CHARTER COMM in any unsolicited e-mail even if that e-mail is not sent through Charter Communications.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Bandwidth, Data Storage, and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on the Services. Users must ensure that their activities not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of CHARTER COMM) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede CHARTER COMM's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

The customers of CHARTER COMM may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent by CHARTER COMM. For example, you cannot provide Internet access to other through a dial-up connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed.

The Service offering is designed for your personal use of the Internet. You may not use the Service for commercial purposes. You may not run a server in connection with the Service, nor may you provide network services to others via the Service. Examples of prohibited programs include, but are not limited to, mail, http, ftp, irc, dhcp servers and multi-user interactive forums.

Violation of Acceptable User Policy

CHARTER COMM does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Services. Although CHARTER COMM has no obligation to monitor the Services and/or the network, CHARTER COMM along with their distribution affiliates reserve the right to monitor bandwidth, usage, and content from time to time to operate the Services. The purpose of the monitoring is to identify violations of this Policy; and/or to protect the network and other users.

CHARTER COMM prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way, which CHARTER COMM and their distribution affiliates, in their sole discretion, believe violate this Policy, CHARTER COMM or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. CHARTER COMM n or their distribution affiliates will have any liability for any such responsive actions. The above described actions are CHARTER COMM's exclusive remedies and CHARTER COMM may take any other legal or technical action it deems appropriate.

CHARTER COMM reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on CHARTER COMM's servers and network. During an investigation, CHARTER COMM may suspend the account or accounts involved and/or remove material which potentially violates this Policy.

You hereby authorize CHARTER COMM and their distribution affiliates to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations, and (2) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include CHARTER COMM providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, CHARTER COMM is authorized to delete any files, programs, data and e-mail messages associated with such account.

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The failure of CHARTER COMM and their distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Georgia.

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- 22. **ABANDONMENT OR SURRENDER OF PERSONAL PROPERTY:** Resident shall not abandon the apartment, resident's personal property, or motor vehicles. Title to any abandoned property (including, but not limited to, pets or animals) shall vest in management. Management may store, sell, or dispose of abandoned property without notice. If abandoned, Management shall have the right to re-key, re-enter, and re-let the apartment without filing a dispossession warrant or obtaining a writ of possession. Management shall have sole discretion in determining whether an abandonment has occurred. Circumstances indicative of an abandonment include, but are not limited to, failure to pay rent or utilities; discontinuance of utility service; failure to respond to management's notices, communications, or eviction proceedings; or removal of a substantial amount of the resident's personal property.
- 23. **CUMULATIVE REMEDIES:** The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right.
- 24. **COSTS AND FEES:** In the event we take action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, whether it be filed or not.
- 25. **SUBORDINATION AND RIGHT TO ENCUMBER:** The lien of our lender(s) on the Apartment Community may be superior to your rights as a Resident. If its rights are superior and we violate the loan and a lender takes over Ownership, it may terminate this Lease or it may elect to continue the Lease—it is at the discretion of the lender. Your rights under this Lease may, therefore, be subject to the rights of the lender(s) on the Apartment Community.
- 26. **SALES:** Any sale of the Apartment Community shall not affect this Lease nor any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new Owner of the Apartment Community will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.
- 27. **RESIDENT INFORMATION:** If you or the Guarantor has supplied information to us by means of an Application for Residency, Guaranty or similar document, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it.
- 28. **MULTIPLE RESIDENTS:** Each Resident of a Apartment is jointly and severally liable with the other Residents of the Apartment for all Lease obligations relating to the Common Areas and utilities; however, only you are liable for the Lease obligations relating to your Bedroom and the payment of your Rent. You are not liable for any of your fellow Residents' obligations as to their Bedroom or their Rent payable to us.

GENERAL: Time is of the essence in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all Residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive or amend any provisions of the Lease, and no authority to make promises, representations or agreements which impose duties of security or other obligations on us, unless done in writing and signed by us. All Lease obligations are to be performed in the county where the Apartment Community is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

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29. SAFETY: YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHERS' SAFETY AND SECURITY. PLEASE READ SAFETY SUGGESTIONS & TIPS FOR RESIDENTS ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or a guarantee against crime or a reduced risk of crime. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

Should you as Resident become seriously ill or injured on the Community property, this Lease constitutes your authorization for Landlord to call 911 emergency personnel, at your expense, even though we are not legally obligated to do so. Further, should you remain seriously ill or injured, or become deceased, and are not able to be in occupancy of your Bedroom, you authorize the person listed for Emergency Notification on your Application for Residency to remove and store the personal property located in your Bedroom, mailbox, storage rooms or Common Areas.

30. GUARANTY: The Unconditional and Continuing Parental or Sponsor Guaranty form must be signed in front of a NOTARY, or signed in the personal presence of a Landlord Representative. **The Guaranty must be returned to The Lodge of Athens within seventy-two (72) hours of submission of rental application. If the Guaranty is not returned accordingly, the reserved Apartment / Bedroom will no longer be guaranteed to the Resident and may result in delayed occupancy at The Lodge of Athens. In the event that the Guaranty is not received at all, this will result in the forfeiture of all monies paid.**

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NOTICES: Notices to the Landlord/Owner, and/or the Managing Agent, may be:

<u>Sent by First Class Mail to:</u>	Managing Agent
THE	LODGE OF ATHENS
Athen	211 North Avenue – LEASING OFFICE s, Georgia 30601

- Delivered in person to the Managing Agent at The Lodge of Athens
- Notices to the Resident under this Lease may be sent by First Class Mail to:

Athens:	Resident’s Apartment (Unit) Address
	THE LODGE OF ATHENS
	Athens, Georgia 30601

- Delivered in person to the Resident by the Managing Agent
- Posted on the Resident’s Bedroom door

Notices to all Residents in the Community may be:

- Sent by mail to the respective Resident’s Bedroom Address at THE LODGE OF ATHENS; or,
- Posted in the The Lodge of Athens Leasing Center; or,
- Posted on a bulletin board in one of the Community’s Common Areas, or posted in some other area accessible to all Residents.

Notices to Guarantors may be:

- Made to the Resident and shall have the full force and effect of an actual notice to the Guarantor

33. ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS LEASE, THE APPLICATION FOR RESIDENCY, AND THE APARTMENT COMMUNITY POLICIES AND GUIDELINES. RESIDENT UNDERSTANDS THAT THE APARTMENT COMMUNITY POLICIES AND GUIDELINES MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE WELL-BEING OF ALL RESIDENTS OF THE PREMISES. RESIDENT AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. 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. RESIDENT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY RESIDENT.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed effective this day and year:

RESIDENT'S SIGNATURE

Date Signed _____
Resident's Name – Printed _____
Permanent Home Address _____
City, State, ZIP _____

LANDLORD / OWNER or SITE MANAGER ONLY

Signature _____
Date Signed _____

NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ (date) by _____ (name of person), who is personally known to me or who has produced _____ (type of identification) as identification.

Notary Signature: _____ Print Name : _____
My Commission expires: _____ Serial No. : _____

* A notary signature is required only if this form is not signed in the presence of a community agent.

Revised: 01/2010



COMMUNITY POLICIES AND PROCEDURES

Welcome to our community! We are very pleased that you have chosen an Ambling Management Company (AMC) community to call home. We are confident that living here will be a pleasant experience. The following has been prepared to acquaint you with our community and how it operates. We recommend that each Resident take a few moments to familiarize him/herself with the community and our policies. This information will certainly enhance your living experience here. These policies are in place to ensure that all of our Residents and their guests have the best opportunity to enjoy their home and to help the AMC Team Members maintain this community at the level you deserve and we expect.

Help us help you enjoy your new home.

Residents and Guests

1. **Residents will, without exception, be responsible for the conduct and behavior of their entire household and guests. Resident, all occupants, and Resident's guests will, at all times, comply with all written Community Policies furnished to the residents in the Community. Any damage resulting from misconduct will be the responsibility of the Resident. Conduct inconsistent with the lease, community policies, or any other lease addenda will not be tolerated. Management reserves the right to terminate the use of the recreational facilities and/or terminate the lease of any resident because of Resident or guests refusing to conform to the established rules, policies, and procedures.**

2. **Resident will ensure that all minor occupants and guests are supervised at all times inside the rental home and in all areas of the community.**

Rent

1. Rent payments may be made only in the form of a personal check, certified funds, or money order. No third party checks can be accepted. Rent payments may be mailed or hand delivered to the Management Office and must arrive on or before the first day of the month. Payments made after any legal notice has been delivered to the Resident, if accepted, must be in the form of certified funds or money order. Cash cannot be accepted for payment of any kind.

2. In order for us to maintain our community with the highest quality standards, it is imperative that your rent is paid on time in accordance with your lease agreement. Per your lease agreement, the rent is due on or before the first day of the month. If TOTAL rent, including options, is not received by the date stipulated in the lease, a late fee will apply. Partial payments will not be accepted. All late payments must be made in the form of certified funds or money order.

3. Should a check be dishonored for any reason, Resident agrees that all monies will be repaid in the form of certified funds or money order within the time stipulated on the notification. In addition, an NSF charge plus applicable late charges will be added to any check returned unpaid for any reason, including bank errors. Should a second check be dishonored, Resident agrees that all future payments shall be made in the form of certified funds or money order and that payment tendered in any other form will be refused.

Trash/Garbage

4. All trash and garbage must be tied in plastic bags and placed inside the dumpster or trash compactor closest to your rental home. Do not leave trash outside your door, in the hallway or on the patio/balcony. At move-in or time of deliveries, boxes must be broken down flat and placed inside the dumpster or trash compactor. Large items such as furniture, mattresses, TV's, etc. may not be disposed of in or around the dumpster or compactor area. It is the sole responsibility of the Resident to properly remove such items from the community. Any trash not

placed in the proper container or placed outside of dumpster or trash compactor will cause Resident to be subject to a twenty-five dollar (\$25.00) fine per item, and Resident will be considered in direct violation of the lease agreement.

5. Any Resident or guest not properly disposing of cigarette butts, candy wrappers, soda cans, beer bottles, newspapers, and other items will be in direct violation of the Lease Agreement and the Resident will be subject to a twenty-five dollar (\$25.00) fine per occurrence.

Landscaping

6. Well maintained landscaping (grass, trees, shrubs, and flowers) is vital to the attractive appearance of our community. At the time of move-in, during the lease agreement, or at the time of move-out, it is necessary that all Residents and their guests respect the landscaping and do not operate any vehicles (cars, trucks, bicycles, etc.) on unpaved areas of the community. All Residents and guests must not walk, loiter or play on, or in, restricted areas of the community. Any damage to the lawns and/or landscaping caused by Residents or guests will be the responsibility of the Resident and repair costs will be billed directly to the Resident. Instruct members of your household and guests to use the sidewalks and paved areas in front of and around your rental home and throughout our community. Damage, mutilation and defacement of the landscaping will be deemed as a violation of the Lease Agreement.

Noise

7. All residents should respect the rights and comfort of their neighbors. Resident agrees that their conduct, as well as all occupants and guests will never be disorderly, boisterous or unlawful and will not disturb the rights, comforts or conveniences of the other persons in or around the community. No noise (loud music, vehicles, shouting) or other disturbing conduct will be permitted at any time in such a manner as to disturb or annoy other residents or the surrounding community.

Recreational Facilities

8. Swimming pools, as well as all other facilities and amenities, are to be used at the risk of the person(s) using them. Use of recreational facilities shall be restricted to Residents and their guests only. Anyone found within a recreational facility after hours without expressed written permission from the community management will be considered trespassing and will be subject to prosecution. All use of facilities will be in accordance with posted rules, which may be changed at the discretion of Management and without prior notice. Guest limit will be two (2) per rental home. Guests using the recreational facilities must be accompanied at all times by an adult resident on the lease. Resident parties or large gatherings at any recreational facility are not permitted without written permission from Management.

There will be NO alcoholic beverages permitted outside of the rental home, including the recreational facilities, at any time.

Parking/Vehicles/Parking Lots

9. Owner reserves the right to control the method, manner, and number of parking spaces allotted per rental home. No more than two parking spaces per rental home are provided without expressed written permission from Management. Management reserves the right to regulate the entry to the Community by agents, furniture movers, and delivery people. Uncovered parking spaces are provided on a "first come, first served" basis. All vehicles must be parked only in areas that are designated for such purposes. No vehicles will be allowed to park at any time for any reason, on the grass, in front of dumpsters, blocking other vehicles, outside the boundaries of a single designated parking space, or in any other area not appropriately marked for vehicle parking. By order of the Fire Marshall, any and all vehicles parked in designated fire lanes will be towed without warning at the vehicle owner's expense. Any vehicle parked in a handicapped parking space without proper handicapped designation may be towed, without warning, at the vehicle owner's expense.

All vehicles must be currently licensed and in good operating condition (i.e. free of oil leaks, flat tires, broken windows, safe, not unsightly, etc.). Additionally, any vehicle allowed to remain on the Community on the possession of the rental home has been surrendered or abandoned will be towed without notice at the vehicle owner's expense. Resident agrees that any violation of these rules will result in the vehicle being towed without notice at the vehicle owner's expense. Agent for Owner, its principals and its employees, shall not be liable for any damages arising as a result of towing. In addition, Resident agrees to indemnify (to include attorney's fees) Owner and Agents for Owner for any liability that may be imposed on them. All resident's vehicles must be registered with the Management Office prior to being parked in the Community. RV's, boats, personal watercraft, trailers and commercial vehicles are not permitted to be stored or parked in the community at any time. The Owner and its agents or assignees assume no responsibility for the security of the personal property of the Resident or Resident's guests.

10. For the safety and welfare of all members of our community, the Speed Limit in the Community is ten (10) miles per hour in all areas. Any violation of posted speed limits or stop signs will be cause for lease termination and/or prosecution.
11. Residents and guests are not permitted to play, loiter, gather, or congregate in any area other than the designated common areas. We have provided our residents with recreational areas for leisure activities, and we encourage their use.

Resident agrees to abide by any curfew that may now or at some future time be implemented for the collective welfare of the community.

12. Repairing, servicing or washing of any vehicles will not be permitted in the Community under any circumstances, unless a specific facility has been provided. Residents who violate this policy will be subject to a fifty-dollar

(\$50.00) fine as well as the costs of damage to the property. Exceptions may be made in the case of an emergency (battery change or tire repair) with the expressed written permission of Management.

Storage Areas

13. For the safety, life, and health of the residents of the Community and/or neighborhood, Resident will, at no time, maintain within any storage area any items deemed dangerous or detrimental. These items may include but are not limited to: gasoline, charcoal lighter fluid, paint thinner, lubricants, cotton, straw, paper stock, cardboard, aerosol spray cans, or any other flammable material that may create a fire hazard.

No improvements or alterations will be made to the Storage Unit without the prior written consent of Management including but not limited to, the addition of other locks or security devices. In the event of such an approved addition or change, the Resident agrees to provide the Management a copy of the key(s) or disabling code for the lock device.

Management strongly recommends that Resident obtain rental insurance that also includes storage area contents, as Owner's insurance does not cover Resident's belongings or damages caused by Resident's neglect, Resident's guests neglect, fire, water damage, smoke, theft or any other event or act.

Under no circumstances, are the mechanical/furnace/water heater closets to be used for the storage of any items at any time.

Building Interior/Exterior

14. All areas outside the rental home, including the lawn area, patios/balconies and entrances will be kept free and clear of anything that would detract from the uniform appearance of the community or create a hazard. Patios/balconies are to be used for furnishings that are in good condition and intended for outside use only. Patios/balconies are required to be kept neat and clean at all times. Patios/balconies are not intended for storage of any kind including but not limited to: recyclables, garbage, toys, bicycles, house keeping tools, machinery, recreational equipment, exercise equipment, and kitchen/household appliances. With the expressed permission of Management, exceptions may be made for storage of bicycles where no other bicycle storage facilities are provided. No flowerpots, planters or other objects may be placed or stored on balcony railings. Towels, bathing suits, or other laundry, brooms, mops, rugs, and the like are not permitted to be hung from the patios/balcony railings. Wading pools are allowed on patios, only, but must be emptied immediately after each use. Residents shall not throw any object from the balcony, nor permit any object to be thrown from the balcony. Pets, if allowed in the community, are not permitted on the patio or balcony for any time that the Resident is not accompanying the pet. Management reserves the right to require Residents to remove any items which may be unacceptable, offensive, or in poor condition.
15. Window screens are to keep tiny insects from coming into the home while allowing for air circulation. Window screens are not designed for keeping items from falling out of the window, including people – no matter how big or small. Arrange your furniture so that large climbable pieces are away from windows.
16. Use of grills, if permitted by local fire codes, are to be used no less than fifteen (15) feet from any Community building or structure at ground level only (i.e. not on balconies). Charcoal and other combustibles must be allowed to properly cool and, when completely cooled, must be properly disposed of.
17. Sidewalks, steps, entrances, hallways, walkways, and stairways shall not be obstructed or used for any purpose other than entering or exiting the rental home.
18. All window treatments must be white in appearance from the exterior of the rental home. Blinds are provided and are not to be removed and must be kept in good condition. Damage to any blinds will be immediately replaced at the Resident's expense without exceptions. Sheets, bedspreeds, cardboard, aluminum foil, stickers, decals, garbage bags, and/or any other inappropriate material shall not be used to cover windows. Windowsills must be kept free from all personal property. No sign, signal, illumination, advertisement, notice or any other lettering or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or any part of the outside of the rental home building without the prior written consent of the Management.
19. No awnings or other projections, including additional air conditioners, front door screens, storm doors, television or radio antennas or wiring shall be attached to or extended from the outside walls of the building, common areas, window sills, roofs, porches, balconies, breezeways, stairwells, balcony railings, or wing walls, without the prior written consent of the Management. Telecommunication reception devices such as satellite dishes may be installed only after the expressed written permission of Management by executing a separate lease addendum governing these devices.
20. Resident shall not alter or install a new lock, knocker, peephole or other attachments on any door of the rental home without written consent of Management. If an employee is required to make a service call for a lockout, the fee will be twenty-five dollars (\$25.00) payable by the close of the next business day following the lockout. All permitted alterations, additions and fixtures shall remain as part of the rental home unless Management otherwise elects. Hardwired alarm systems are not permitted at any time. Wireless alarm systems may be permitted with prior written consent from Management.
21. Small nails, tacks and picture hangers may be used to hang pictures as appropriate. Fasteners, hooks, molly anchors, etc. may not be installed on drywall surfaces. Wallpaper, border or paint changes are not permitted without review and prior written consent of Management. No contact paper or stickers will be affixed to any part of the rental home, particularly cabinetry, walls and shelves. Upon move-out, the Resident is responsible for removing all nails, tacks, and picture hangers. A charge will occur for required drywall repairs that exceed normal wear and tear, or additional coats of paint required to return the walls back to the original color or condition.

22. All residents must keep their home in a clean, safe, tidy and sanitary manner. Any deficiencies found by Management are to be corrected within 24 hours of notice, or lease termination may result. Crating or boxing of furniture or other articles will not be allowed in or outside of the rental home.
23. If your rental home and/or building contain a fire sprinkler system, caution must be taken upon move-in and thereafter not to damage or tamper with the fire sprinkler heads or fire prevention system. Do not hang anything from the fire sprinkler heads. Residents must report to Management any damage to any and all fire prevention equipment immediately. Residents will be held responsible for any and all damages due to negligence. Additionally, it is unlawful to tamper with any emergency notification system and/or fire prevention system (i.e. fire alarms, fire pull stations, fire extinguishers, sprinkler heads etc.)
24. The equipment in the bathrooms and kitchens must not be used for any purposes other than those for which they were constructed. No feminine hygiene products, kitty litter, diapers, toys, excessive paper products or other obstructive substances will be placed in the commodes or drains. Please take extra care not to place items on the toilet tank or bathroom sink that may easily fall or be knocked into the toilet bowl.
25. Do not place metal, string, coffee grounds, nut shells, egg shells, glass, celery, onion and/or potato skins, olive or fruit pits, corn cobs, paper, wire, bones or non-food in the garbage disposal or down the drain. Kitchen grease must always be collected in a container and then put into a garbage can. It must never be poured down the drain or in the garbage disposal. Be certain to never use anything but Automatic Dishwasher Detergent in the dishwasher. Chemical cleaners of any kind cannot be used in self-cleaning ovens. Residents shall be held responsible for any repairs or damage resulting from the misuse of such equipment and will be charged necessary expenses incurred in the repair of such equipment. Portable washers or dryers that are not approved in writing by the Management are prohibited.
26. It is the sole responsibility of the Resident to inspect the smoke detector monthly to make sure that it is in working order. Batteries are to be replaced at the Resident's expense as needed, and the Resident is responsible for notifying the management office of any other deficiencies.
27. It is the Resident's responsibility to prevent fires in the rental home. This includes exercising caution when cooking with grease, smoking, using matches and/or lighters, and any other daily activity that may pose the threat of a fire.
28. If the rental home or surrounding area are damaged in whole or in part by fire or otherwise as the result of the carelessness, misuse or neglect by the Resident, his or her guests or visitors, the Resident agrees to pay the cost of all repairs or replacements of real and personal property and to do so within thirty (30) days after receipt of Management's notification of the cost for the repair or replacement; and the rent for the period that the rental home is damaged will not abate whether or not the rental home is habitable. We strongly recommend that the Resident obtain renter's insurance to cover such damages.
29. Fireworks are strictly prohibited.
30. Alcoholic beverages are not permitted outside the rental home or in any of the common areas.

Mail

31. Any person receiving mail at the address who is not on the lease agreement is considered to be an unauthorized occupant. He/she must register with Management immediately by filling out the appropriate paperwork and going through the screening and approval process as required. If he/she fails to meet qualifying criteria, then he/she must not occupy the rental home. Any person not on the lease agreement, staying for more than fourteen (14) days, must receive prior approval by Management in writing.

We will accept small packages on your behalf in the Management office if you have signed the Package/Delivery Service Liability Release. We accept no liability.

Pets

32. Management reserves the right to limit the number, type, size or breed of any pet that is permitted on the premises. Pets (with the exception of service animals) are not allowed, even temporarily, anywhere in the rental home or rental community unless Management has consented to the pet, Resident has signed the pet agreement, and paid a pet deposit and any applicable fees. Resident must advise guests of this policy so they can make other arrangements for their pet prior to their visit or secure prior approval for their pet from Management. Resident shall not keep or feed stray animals in their rental homes or on the grounds of the community. Residents must notify Management immediately if they notice any stray animals on the grounds. If a pet has been in a Resident's rental home, even temporarily (with or without our consent), Resident will be charged for any damages, flea treatments, deodorizing, and/or shampooing necessary. Pets are not permitted in any recreational area or the clubhouse. Any Resident found to have an unauthorized pet(s) will be subject to a \$25.00 per pet, per day fine until such a time that Management has visually verified that the pet has been removed from the Community.

Insurance/Waterbeds/Aquariums

33. It is expressly understood and agreed by the parties that Management is not an insurer and that insurance covering personal injury and property loss or damage occurring on, in or near the rental home or the community must be obtained by Resident to cover any fire, theft, tornado, flood, hurricane, leak, injury, claim, death, damage or loss Resident may incur. The Owner and its Agents strongly urge the Resident to obtain renter's insurance that would name the community as a loss payee, and cover personal injury or loss from other sources, as well as water-filled furniture.

- 34. In the event Resident has a waterbed, aquarium, or other water-filled furniture, Resident agrees to furnish Management with a copy of their policy, which names the Owner/Agent as a loss payee on their current Renter's Insurance Policy. In the event Resident has an aquarium, it must not exceed a capacity greater than 25 gallons. Residents must place aquariums in a safe location in the rental home, on a shelf or table giving the aquarium adequate support. Residents will be responsible for all damage caused by leakage or breakage from any aquarium, waterbed, or other water-filled furniture. Resident will be required to continue insurance coverage throughout the duration of their residency.

Maintenance

- 35. In case of fire, accident, medical emergency or police emergency, call 911. If the 911 number does not operate in your area, keep emergency numbers handy. Call Management only after you have notified emergency personnel.
- 36. Non-emergency maintenance requests are to be made in writing either by a staff member or by the Resident at the Management office during normal business hours.
- 37. Should any member of the household be locked out of the rental home and request entry, only persons listed on the lease will be granted access, and proper identification will be required. Residents will be charged a twenty-five dollar (\$25.00) minimum fee for this and other problem(s) that could have been avoided by the Resident for a non-emergency call outside normal working hours.
- 38. Your rental home has been equipped with environmentally friendly, energy-efficient devices. These devices may not be removed, replaced or tampered with in any way.
- 39. Each Resident's rental home is appointed with wall-to-wall carpeting. Resident is responsible for routine and proper vacuuming and spot cleaning in order to maintain the carpet in move-in condition.

Acknowledgements

It is set forth as part of this agreement that, in the case of the second occurrence of a fineable violation, the established fine will be doubled. The fine will be tripled in the case of a third offense and/or result in termination of the lease agreement.

All policies contained in this document are in effect for the current lease term, as well as any future renewal periods.

This document is hereby made a part of the Apartment Lease Agreement executed on the _____ day of _____, 20____ between Ambling Management Company (Owner) and _____ (Resident). All Residents are hereby made liable for the information and policies contained within this document.

This community has specific guidelines related to the following.

- Late Fee: \$40.00 assessed on the 3rd day of the month
- NSF Fee: \$40.00

Special Provisions: The following special provisions are specific to the community and therefore are made a part of this Lease Addendum:

I have read the Community Policies, and agree to abide by them. I further agree to abide by any additional policy(s) adopted by Management. All residents are responsible for informing their guests of all policies set forth herein and must also abide by the Policies and Procedures.

I understand and agree to abide by all provisions in these Community Policies.

Resident Date

Agent for Owner Date



PARKING PERMIT ADDENDUM

This Addendum is hereby made a part of the original Apartment Lease Agreement executed on the _____ day of _____, 20____, between Ambling Management Company (Owner) and _____, N/A, N/A, and N/A (Resident) for the premises known as _____.

Resident hereby agrees to the following:

- 1. Only two vehicles are permitted per household, unless otherwise approved, in writing, by Management.
- 2. All vehicles must have a parking permit displayed, as required, at all times.
- 3. Overnight guest(s) are required to have a temporary parking permit displayed while in the community. This permit may be obtained from the Management and signed out by the Resident.
- 4. A refundable deposit of \$0.00 per permit will be required at time of move-in.
- 5. If permit is lost, replacement permits will cost \$0.00 each.
- 6. Any vehicle parked in the community overnight without a permit displayed, will be subject to towing, without warning, at the vehicle owner's expense.
- 7. Resident agrees to notify the Management immediately upon any change in vehicles for the household and provide the necessary information to update this addendum.

The following vehicles are registered with the Management and have parking permits.

Vehicles:	<u>Model</u>	<u>Color</u>	<u>License #</u>
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Resident	Date
Resident	Date
Resident	Date
Resident	Date
Agent for Owner	Date



PET ADDENDUM

This Addendum is hereby made a part of the original Apartment Lease Agreement executed on the _____ day of _____, 20____ between Ambling Management Company (Owner) and _____, N/A, N/A, and N/A (Resident) for the premises known as The Lodge Of Athens.

Apartments are not ideal environments for pets; consequently, a pet’s acceptability on the premises must be based on the Resident’s control of the pet, his/her consideration of the property and courteous concern for his/her neighbors.

Management hereby grants permission to Resident to keep only the pet(s) described below upon the following terms and conditions. All pets are subject to a review and a picture of the pet must be maintained in the Resident’s file.

- 1. The pet is generally described by the following breed, height, weight and physical identifying characteristics:

Pet # 1
Type: _____ Breed: _____
Height: _____ Weight: _____
Color: _____ Name: _____

- 2. Resident hereby represents and warrants that the above-described pet(s) have been properly licensed and inoculated as required by law, and Resident agrees to maintain such licensing and inoculation of the pet and to furnish Management with evidence upon request. Resident also warrants that the above-described pet(s) meets the breed/weight restrictions of the property. Such restrictions are subject to change at the discretion of Owner.
3. Resident agrees that if the pet is a cat, he/she will provide written veterinarian proof of neutering/spaying and declawing of the pet.
4. The pet shall be kept on a leash at all times when outside the apartment. The pet shall not be exercised inside the Apartment Community except in designated exercise areas, if any. Resident shall not leave the pet on a patio, balcony, in a storage area, or tied to any part of the common area at any time. Resident shall collect and remove all pet waste from the grounds of the Apartment Community. If Resident fails to pick up after the pet, he/she will be charged with a fifty-dollar (\$50.00) fine each time.
5. Resident has hereby paid to Owner Zero dollars (\$0.00) per pet as an additional deposit to cover damage to the rental home, as well as \$300.00 as a non-refundable pet fee. In the event the pet does not remain in the unit, any refundable deposits will be held throughout the Resident’s residency.
6. Resident must ensure that the pet at any time does not disturb any other resident of the community nor damage any property located within the Apartment or in the Community. If, in Owner’s sole opinion and discretion, the pet has disturbed or is disturbing any other resident or has caused or is causing damage to property in the Apartment or Apartment Community, then Resident will be required to permanently remove the pet from the Apartment and the Community within three (3) days after written request. Resident’s failure to permanently remove the pet as provided above or failure to comply with all other terms of this Pet Addendum will constitute a breach of the Lease Agreement.



PET ADDENDUM

Pet #2
Type: _____ Breed: _____
Height: _____ Weight: _____
Color: _____ Name: _____

- 7. Resident agrees to maintain the pet in accordance with county, city, state, or other government standards, whichever shall prevail as well as with the Humane Society.
8. Resident agrees to walk the pet only in areas not occasioned by pedestrian traffic and specifically not in neighbor's areas or common areas.
9. Resident acknowledges responsibility of the pet and agrees to reimburse Owner for any damages to any property and to indemnify and hold Owner and Agent for Owner harmless from any claim, suit of liability for injuries or damages caused by such pet.
10. Resident agrees that the pet is not permitted in, on, or near the recreational facilities.
11. Except for the pet(s) described above, Resident shall not keep any other pets in the Apartment or within the Apartment Community. Resident agrees that no more than two (2) pets will be permitted at any time.
12. The Owner, at its discretion, may assess charges for violating the pet restrictions at a maximum of \$25.00 per day.
13. Your pet, when fully grown, may weigh no more than 40 pounds.
14. Owner reserves the right to limit the number, type, size or breed of any pet that is permitted on the premises. Owner considers a pet to be a dog, cat, guinea pig, gerbil, hamster, fish or small bird. Snakes, spiders, ferrets, rabbits or any other type of animal, domestic or wild, are not considered to be pets by capital management, and therefore will not be permitted in the Community. The following breeds of dogs are not permitted at any time: Pit Bulls, German Shepherds, Huskies, Rottweilers, Chow Chows, or any other breed of dog that is known to be dangerous, or that is banned by local law.
15. Resident's failure to comply with the terms and provisions of this Pet Addendum or violation of any representation or assurance contained in the Pet Addendum shall constitute default permitting immediate termination of the Lease Agreement.

Resident Date
Agent for Owner Date



POOL POLICY ADDENDUM

This Addendum is hereby made a part of the original Apartment Lease Agreement executed on the _____ day of _____, 20____ between *Ambling Management Company* (Owner) and _____, N/A, N/A, and N/A (Resident) for the premises known as The Lodge of Athens.

Please become familiar with the following pool policies that have been established for your enjoyment.

1. There is NO LIFEGUARD on duty at any time; therefore those choosing to use the pool will be doing so at their own risk. As a precaution, there is NO swimming alone.
2. Since many people use the pool, each Resident must be considerate of the other Residents in the matter of inviting guests, as the community residents living here must have first consideration as to the use of the pool. It is suggested that Residents give careful thought to inviting guests on Saturdays and Sundays when the pool is utilized the most. No more than two (2) guests per apartment will be permitted at any time. Visitors without a Resident are not permitted and will be asked to leave. Residents are responsible for familiarizing their guests with the community's Pool Policies. In addition, Residents are responsible for the behavior of their guests.
3. The pool is open during posted hours. When the clubhouse and pool gate is locked, for any reason, this will mean the pool is CLOSED. Do not climb over the fence when the pool is closed. Anyone trespassing may lose pool privileges for the remainder of the season, and may also be subject to lease termination.
4. Pool tags, where applicable, must be worn at all times while in the pool area, and are not transferable. If approached by a staff member, you must provide a pool pass or proper identification.
5. Persons under 16 years of age, must be accompanied by an adult Resident, at all times when in or around the pool. REMEMBER, THERE IS NO LIFEGUARD ON DUTY.
6. There is to be no running, rough or boisterous play, or foul language in or around the pool. NO DIVING ALLOWED.
7. Bicycles are not to be brought into the pool area at any time.
8. Receptacles have been provided for trash, cigarette butts and other refuse. Please help keep the pool area clean by using these receptacles.
9. There will be no food in the pool area at any time. GLASS CONTAINERS OR ALCOHOLIC BEVERAGES WILL NOT BE ALLOWED IN THE POOL ARE A UNDER ANY CIRCUMSTANCES.
10. All persons entering the pool must be clean. No persons with excessive suntan lotion or oil will be allowed in the pool. Anyone attempting to put any type of soap or detergent in the pool is subject to losing pool privileges and will be held responsible for any damage to the pool or pool equipment, and may be subject to lease termination.
11. We cannot allow any person to use the pool if he /she has an infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind.
12. Pets are FORBIDDEN in or around the pool area.
13. The ropes and life rings are not toys; they are for emergency purposes only. Anyone tampering with life-saving devices will be subject to losing pool privileges as well as possible lease termination.
14. The only floatation devices permitted will be those designed to assist with swimming.
15. Proper swim attire must be worn at all times in the pool and pool area. Cut off jeans or thong back swimming suits are not allowed. No diapers are allowed.
16. Swimsuit attire will not be permitted in the clubhouse. Shoes, shirt, or swimsuit cover-up required for clubhouse entry. Please dry off prior to entering the clubhouse, as the floors can become slippery. Access to the clubhouse restrooms will be permitted through designated areas only.
17. Battery powered radios will be permitted as long as the volume is kept low and it is not disturbing to other persons trying to enjoy the pool area.
18. Owner reserves the right to close the pool, without notice.
19. Owner reserves the right to refuse entry to anyone at its sole discretion or eject from the pool premises any person failing to comply with the above policies and procedures.

- 20. Owner reserves the right to amend the above rules and regulations as deemed necessary.
- 21. Positively NO exceptions will be made to the above stated policies and procedures.
- 22. Any repeated infraction of these policies may result in the closure of the pool for the entire season.

MANAGEMENT IS NOT RESPONSIBLE FOR ANY INJURIES OCCURRING AT ANY TIME WITHIN THE POOL AREA AND ASSUMES NO LIABILITY FOR PERSONAL ITEMS IN THE POOL AREA.

For Any Emergency: Call 911

By signing below you agree to and will abide by the Pool Policies and Procedures:

	-	
Resident		Date

	-	
Agent for Owner		Date



PACKAGE DELIVERY RELEASE ADDENDUM

As an additional service and convenience for you, we will be happy to accept in your behalf, small packages in the office from the Postal Service, UPS, Federal Express, Airborne and other similar delivery services. However, we cannot accept any type of certified mail.

Because we have limited storage space, we ask that you retrieve your packages from the Management Office as quickly as possible. In the event that a package has not been picked up within a reasonable amount of time, we will return the package to the original courier.

Any Resident wishing for us to accept packages on their behalf will need to sign the following Release of Liability.

RELEASE OF LIABILITY

I give the Management Office permission to accept packages on my behalf. I understand that, by signing this form, I am releasing this community, its successors, employees, agents, officers, and owners from any liability regarding damage, loss or theft of any parcels delivered to this office on my behalf.

Apartment Address: _____
211 North Aveune Apt: _____
Athens, Ga. 30601

Daytime Phone# _____
Home Phone# _____

_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date



RENTAL INSURANCE ADDENDUM

This Addendum is hereby made a part of the original Apartment Lease Agreement executed on the _____ day of _____, 20____, between Ambling Management Company (Owner) and _____ (Resident) for the premises known as The Lodge of Athens.

I understand that my personal belongings are not covered by the property’s insurance policy.

The Owner and its Agents strongly recommend that the resident contact an insurance agent to purchase Renter’s Insurance to cover their personal belongings against fire, burglary, tornado, flood, hurricane and water damage, as well as personal liability. If the resident is a legal dependant of a parent or guardian, they may be covered under that person’s home owners insurance. The resident’s parent or guardian should check with their insurance carrier to determine this.

In the event the Resident has a waterbed, aquarium, or other water-filled furniture, Resident agrees to furnish Management with a copy of their policy, which names the Owner/Agent as a loss payee on their current Renter’s Insurance Policy. In the event Resident has an aquarium, it must not exceed a capacity greater than 25 gallons. Residents will be responsible for all damage caused by leakage or breakage from any aquarium, waterbed, or other water-filled furniture. Resident will be required to continue insurance coverage throughout the duration of their residency.

The Owner and its Agents strongly urge the Resident to obtain Renter’s Insurance that would name the community as a loss payee, and cover personal injury or loss from other sources, as well as water-filled furniture.

RESIDENT _____ DATE _____

RESIDENT _____ DA TE _____

RESIDENT _____ DATE _____



EXERCISE ROOM ADDENDUM

This Addendum is hereby made a part of the original Apartment Lease Agreement executed on the _____ day of _____, 20____ between *Ambling Management Company* (Owner) and _____, N/A, N/A, and N/A (Resident) for the premises known as **The Lodge of Athens**.

Resident recognizes that certain equipment, commonly used for exercising, and an area for its use (hereinafter collectively referred to as the "Exercise Room"), has been made available to the Resident by the Owner.

Management and Resident agree as follows:

1. Adult Supervision. For health and safety reasons, persons under the age of 16 must be accompanied by an adult Resident or someone who is 16 years of age or older, and who is authorized by a parent, guardian, or legal custodian to supervise said person.
2. Resident shall not permit any guests or invitees of Resident to use the exercise room unless an adult Resident accompanies such guests.
3. Resident agrees to use the exercise room in a prudent manner, one that is consistent with the use of an exercise room, is not offensive or dangerous to any Resident or any users of the exercise room, and is in compliance with such policies as established by Management in connection with the operation of the exercise room. Management reserves the right to prohibit use of the exercise room to any individual that Management, in its sole judgment, believes has failed to comply with any of the provisions of this Addendum.
4. Resident recognizes that Management provides the exercise room for Resident only as an incidental service to Resident in connection with Resident's leasing of the rental home, and Management shall have the right to discontinue providing the exercise room at any time and for any reason.
5. Resident understands that no attendants or supervision of any kind will be provided for the exercise room.
6. Resident understands that Management makes no representation that Management or its representatives have any expertise in the operation of the exercise room, and that Management makes no representations or warranties, expressed or implied, that the exercise room is fit for any particular purpose. Management disclaims, excludes, and denies all warranties, expressed or implied, as to the physical condition and operation of the exercise room.
7. RESIDENT AGREES THAT USE OF THE EXERCISE ROOM BY RESIDENT, RESIDENT'S GUESTS AND OCCUPANTS, AND PERSONS PRESENT WITH RESIDENT'S KNOWLEDGE AND CONSENT, SHALL BE SOLELY AT USER'S OWN RISK.
8. No swimwear will be permitted in the exercise room. Proper attire must be worn at all times, including shirts and shoes.
9. No smoking, eating or drinking in the exercise room, restrooms or clubhouse will be permitted. Glass containers or alcoholic beverages are prohibited.
10. If entrance to the exercise room requires a key or an access code, it may not be duplicated or given to anyone. Periodic checks will be made to ensure compliance. Residents will lose privileges to the exercise room for giving out their key or giving access to anyone not eligible to use the exercise room.
11. Management is not responsible for lost or stolen articles brought to or left in the exercise room.
12. Please clean off all equipment after exercising.

Where applicable, Resident agrees that he/she has received 1 gate card/ keys for the exercise room and understands that the current replacement cost for any lost, stolen, damaged, or any

unreturned key at move out is \$25.00 per key. The cost for replacement can change at any time at the discretion of Management.

For and in consideration of the foregoing, Resident agrees to release, hold harmless, and indemnify Owner and Owner’s representatives from and against any and all claims, demands, costs, expenses, (including attorney’s fees), and causes of action arising out of or in any manner relating to any personal or property damage, death, injury, or loss suffered from or sustained by Resident or Resident’s guests, occupants, or persons present with Resident’s knowledge and consent, on account of any use of the exercise room, other than from Owner’s gross negligence or willful misconduct, or that of Owner’s representatives. Resident expressly acknowledges and agrees that the foregoing release, hold harmless, and indemnification includes, but is not limited to, such claims, demands, costs, expenses, and causes of action arising from or relating to the negligence of Owner or Owner’s representatives.

Resident

Date

Agent for Owner

Date

THE LODGE OF ATHENS

LIFESTYLE SUGGESTIONS AND TIPS FOR RESIDENTS

The following are Lifestyle Suggestions and Tips that the Managing Agent would like you to be aware of for the safety of yourself, your guests and your personal property. These suggestions and tips are being offered as recommendations and are considered to be common sense safety guidelines.

PERSONAL SAFETY – WHILE INSIDE YOUR APARTMENT OR BEDROOM

1. Lock your doors and window even while you are inside.
2. Use your night latches or dead bolt locks on the doors while you are inside.
3. When answering the door, first look through the peephole. If you do not know the person, first talk with him/her without opening the door. Do not open the door if you have any doubts.
4. Be careful in giving out keys, gate or lock combinations.
5. Do not put your name, address or phone number on your key ring.
6. If you are concerned because you have lost your key or because someone you distrust has a key, ask the Managing Agent to re-key the locks. We will be happy to accommodate you, provided you pay for the re-keying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate authorities first, and then call the Managing Agent.
8. Check your doorlocks, window latches, and other security devices regularly to be sure they are working properly.
9. Immediately report the following to the Managing Agent, in writing, dated and signed:
 - (a) Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - (b) Any malfunction of other safety devices outside your Apartment/Bedroom, such as broken gate locks, burned out lights in stairwells and parking lots, blocked passages, broken railings, etc.
10. Close curtains, blinds, and window shades at night.
11. Mark or engrave your valuable personal property. Take pictures of your valuable property for visual identification.

PERSONAL SAFETY – WHILE OUTSIDE YOUR APARTMENT OR BEDROOM

12. Lock your doors and leave a radio or TV playing softly, while you are gone.
13. Close and latch your windows while you are gone, particularly when you are away for an extended period of time.
14. Tell your roommate(s) where you are going and when you will be back.
15. Do not walk alone at night.
16. Do not hide a key under the doormat or a nearby flowerpot. These are the first places a criminal will look.
17. Use lamp timers when you go out in the evening or go away on vacation or an extended period of time.
18. While away (on vacation), have your mail temporarily stopped by the post office.
19. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SAFETY WHILE USING YOUR CAR

20. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
21. Whenever possible, do not leave items in your car, such as tapes, CDs, wrapped packages, briefcases, or purses in view.
22. Do not leave your keys in the car.
23. Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or vacation.
24. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.

- 25. Check the backseat before getting into your car.
- 26. Do not stop at gas stations or automatic bank teller machines at night or anytime when you suspect danger.

PERSONAL AWARENESS

No system is failsafe and even the best systems cannot prevent crime. Always proceed as if these suggestions had not been made, as they are subject to malfunction, tampering, and human error. The best precautionary measures are the ones you perform as a matter of common sense and habit. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES OR SECURITY.

RESIDENT'S SIGNATURE _____

Date Signed _____

LANDLORD / OWNER or SITE PROPRIETOR / AGENT

Signature _____

Date Signed _____