Iron Horse Property Management

1741 Hog Mountain Road • Bldg 200 Ste 1 • Watkinsville, GA 30677
(706) 395-5053

1. RESIDENTIAL RENTAL AGREEMENT

1.1 PARTIES

This Agreement (hereinafter “Lease”) is between **Broker: IRON HORSE PROPERTY MANAGEMENT, LLC** (hereinafter “Management”) and **<<Tenants (Financially Responsible)>><<Co-Signer(s)>>** (hereinafter "Residents").

All adults intending to occupy the Property (hereinafter also referred to as “Premises”) are listed above and agree to sign this Lease. Minors (under age 18) intending to occupy must be listed on this Lease and are:
<<Tenants (Financially Responsible)>>, **<<Other Occupant(s)>>**.

Resident warrants the above-mentioned persons shall be the only occupants of the Premises except for short-term visitors. A “visitor” or “guest” shall be defined as anyone who visits the Property for no longer than fourteen (14) consecutive days or twenty-eight (28) non consecutive days in any twelve (12) month period. Any adult that resided in the Property for more than fourteen (14) consecutive days or twenty-eight (28) non-consecutive days in any twelve (12) month period shall be an unauthorized occupant in violation of this paragraph unless such adult undergoes Management’s application process and is added to this Lease by mutual agreement. Tenant agrees that any violation or noncompliance of the above resulting in fees being imposed against Landlord or Manager shall be the financial responsibility of and immediately paid by the Tenant to Landlord as Additional Rent. Tenant shall be responsible for ensuring that Tenant, all occupants of the Premises and their respective invitees, licensees, contractors and guests comply with the Rules and Regulations set forth below and not engage in any activity while on Property or in Premises that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicted for any unlawful activity occurring on Property or for a felony occurring off of the Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may, but shall not be obligated to, terminate this Lease upon notice to Tenant. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.

1.2 PROPERTY ADDRESS

Management leases to Resident and Resident leases from Management the property with an address known

as: **Property Address:**

<<Property Address>><<Unit Name>>

Deed Book: Deed Book **Page Number:** Page Number

County: <<Property County>>

1.3 TERMS

For one dollar ($1.00) and other good and valuable consideration, the sufficiency of which is agreed to by all parties, parties agree as follows.

(a) This Lease shall begin on **<<Lease Start Date>>** and end at 12:00/noon on **<<Lease End Date>>** hereinafter referred to as the “Anniversary Date”). Rent starts the date the Lease begins, regardless of day of possession. If Resident takes possession prior to the start date listed herein, the terms of this Lease shall apply from day of possession. If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning of original term, then Resident may void this Agreement and have full refund of any deposit. Management shall not be liable for damages caused by a delay except as noted in this paragraph. If Resident delays in taking possession within seven (7) days of the agreed upon beginning date, they shall forfeit all deposits and be responsible for rent, utilities and lawn care until the day the Property is occupied by a new tenant.

(b) Term Of Lease: This agreement shall automatically terminate at the end of the term. Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Agreement, Tenant shall pay Management **$100 per day Holding Over Fee** for every day the Tenant holds over after the expiration or termination of this Lease. This Holding Over Fee is in addition to the monthly rent due. Acceptance of the Holding Over Fee by Management shall in no way limit Management’s right to treat Tenant as tenant at sufferance for unlawfully holding over and to dispossess tenant for the same.

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1.4 RENT + RESIDENT BENEFIT FEE

(a) Rent Charges: Residents will pay **<<Monthly Charges>>** per month payable in advance and without demand. This includes rent of **<<Monthly Rent>>** per month plus a **Resident Benefit Fee of $12.00.** Rent is **due the first of each month prior to midnight** or it is considered "late". There is a grace period for rent to be paid until the third of the month regardless of if it falls on a business day. Rent start date has been established in stipulation 1.3(a) by agreement between the parties and may be different than the move-in date.

(b) Late Charge: If rent is not in Management's office by midnight of the third day of each month, Resident agrees to pay a **late fee of 10% of the Rent amount.** Payments sent via the US mail are done so at the sender's own risk. Rents will be considered unpaid until actually received by Management.

(c) Rent Payments: Rent payments shall be made online at **www.IronHorsePropertyManagement.com.** If rent is paid by any other means there will be a $10 processing fee per occurrence. If rent is late, or your bank, for any reason, refuses any payment, said payment and fees must be made by certified funds. If any payment is returned, Resident agrees to pay a $30 fee (plus the late charge) as described above. Management may, upon 15 day written notice, require certified funds for any reason.

(d) Allocation of Payments: All funds received from Resident shall first be applied to the oldest outstanding charge on the ledger, then rent.

(e) Prohibition against Withholding Rent for Repairs: The Resident is prohibited from making any repairs/renovations to the Property without the express written consent of Management. In the event the Resident chooses to make any repairs/maintenance to the Property, with or without the consent of Management, Resident shall not under any circumstance deduct the sums of those repairs from any rents or fees due to Management.

(f) Month to Month Extension: Should Management grant a month-to-month extension of the lease, Resident agrees to pay an administrative fee of $75 per month in addition to rent and all other applicable fees. While a month to month extension is not customary, this will only be permitted with express written consent of Management.

1.5 HOLDING FEE / SECURITY DEPOSIT

(a) Resident agrees to pay $**<<Security Deposit Charges>>** as a non-refundable Holding Fee for securing Property. This Holding Fee, shall convert to Resident's Security Deposit upon Resident taking possession of Property on or after Commencement Date. If Resident does not move in for any reason, other than Landlord's decision not to rent Property to Tenant, this holding fee shall be forfeited and not refunded.

(b) Upon conversion from holding fee to security deposit, Management may apply or retain all or part of the Security Deposit to the extent required for the payment of any sum which Resident owes to Management herein, or for any sum which Management (or the owner) may expend for actual damages (normal wear and tear excepted) arising out of or related to Resident's abandonment of the Premises or default in respect to any of the terms or provisions of the Lease, (provided that Management attempts to mitigate said actual damages), and including, but not limited to any repair, replacement, cleaning or painting of the Premises rendered necessary or desirable by reason of the negligence, carelessness, accident or abuse by Resident or the invitees, guests, or members of Resident's household beyond ordinary wear and tear, or to pay (or apply against) any other amounts owed by Residents to Management as permitted by law. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. Within three (3) business days after lease terminates, Management shall inspect the Property and furnish Resident with a list of damages and estimated dollar value of such damage. The Security Deposit only will be returned without interest within one (1) month after the termination of this Lease, or the surrender and acceptance of the Premises unless retained by Management for such causes as provided in this Agreement.

(c) Resident acknowledges and agrees that said Security Deposit may be placed in an interest-bearing account and that Management will retain the interest earned on said deposit. The Security Deposit shall be deposited and held in an Escrow Account with Enterprise Bank and Trust, or its successor in interest, which may change from time to time with 60-days written notice to Resident.

(d) The application of the Security Deposit shall at all times be at the sole discretion of Management in accordance with this Lease and Georgia Law. The appropriation of all or part of this Security Deposit shall not be an exclusive remedy for Management but shall be cumulative and in addition to all other remedies of Management at law or under this Lease.

(e) Notwithstanding the above, if there is a bona fide dispute over the Security Deposit, Management may, upon notice to all parties having interest in the security deposit, interplead the funds into a court of competent jurisdiction. Resident agrees to indemnify and hold Management harmless from and against all claims, suits and damages arising out of or related to the actions by Management of its duties hereunder.

(f) Holder shall have the right to deduct from the Security Deposit; Unpaid rent, pet fees, utility charges, or utility charges resulting from the Tenant not immediately transferring utilities serving the premises into Tenant's name.

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. POLICIES AND PROCEDURES

2.1 LEASE RENEWAL

There is no fee to renew a lease. Resident agrees to pay ***$200*** Administrative Fee for a customized term renewal (i.e. anything under twelve months). If approved for renewal for less than 12 months, Management reserves the right to increase rent for short term renewals. Any renewal or extension of this agreement must be in writing, signed by all parties and notice must be given within one-hundred and eighty (180) days of the lease expiration.

2.2 RULES AND REGULATIONS

(a) Non-operative vehicles: Non-operative vehicles are not permitted on Premises at any time. Management may remove any such non operative vehicle, or any vehicle parked on grass, at the expense of Resident, for storage or public (or private) sale at Management's option, and Resident owning same shall have no right of recourse against Management thereafter. For purposes of this Section, "non-operative vehicle" is defined to include motor vehicles, trailers, campers, boats, bicycles, motorcycles and any other motorized and/or recreational item or vehicle.

(b) Storage: Resident agrees not to store any materials on the Premises, of any kind or description that are combustible, flammable, hazardous, or would increase the risk of a fire and any violation of this paragraph may serve as a basis for declaring the Resident in default. Any storage of said materials shall be at the Resident's risk and Resident shall indemnify Management, and the owner of the Premises, for any damages resulting from, and any loss caused by, said materials. Should Resident leave hazardous material in or around the Premise at time of vacating, Management shall remove and Resident agrees to pay said cost of removal.

(c) Housekeeping: Residents agree to keep his/her living quarters in a clean and sanitary condition All yards, hallways, passages, driveways, etc. shall not be congested or used for storage by Resident. It shall be the responsibility of the Resident to keep all porches, decks, stairways and passages free of debris and broom-swept clean. All garbage or refuse must be placed in appropriate containers and in the dumpsters if applicable. No garbage shall be left on porches, decks, or any area located inside or outside the Property. No garbage/trash, including cigarette butts and pet waste, should be left on the ground anywhere. **A $50.00 fine shall be charged per occurrence.** Should the Resident fail to do so, anytime during the lease terms, Management reserves the right to remedy this by hiring professional lawn maintenance **plus a $50 administrative fee**, at the Resident's expense. Good housekeeping is expected of everyone.

(d) Neighborhood Rules: No noisy or disorderly conduct that may annoy or disturb other occupants of the building or community shall be permitted. Resident shall be responsible for promptly cleaning up after pet(s). Tenant is prohibited from placing furniture in or around any trash dumpster. Discarded furniture must be removed from the Property and disposed of appropriately by Tenant. No grills of any kind will be allowed on wooden decks or within ten (10) feet of combustible patios. Tenant acknowledges that they are aware of all city/county ordinances relating to residential properties and shall abide by all such ordinances and agree to be liable for any fines issued because of Tenant's violation of said ordinances. Any violation of these ordinances shall constitute a default of this lease agreement.

(d) Smoking: No smoking or use of vaping devises will be allowed in, on, or around the Premises, including inside the garage. Should any evidence of smoking be detected at any time, including by evidence of cigarette butts, you will pay an **inspection fee of $250** plus all painting and cleaning costs to mitigate any smoke smell or damage, as determined by Management.

(e) Utilities and Services: Resident is responsible for the following utilities and services, applicable to Property, unless otherwise stated in Exhibit A: Special Stipulations.

Power	Gas
Water	Garbage
Cable/Internet	Pest Control
Lawn Care	

*****Any Pest Control services provided by the Landlord is only for general pest control. It does NOT include the treatment for infestations of Fleas, Bedbugs, or German Roaches. The tenant will be responsible for treatment, by a professional Pest Control Company, for these infestations during the lease and if found upon termination/expiration of the lease agreement.**

Please check the Tenant Handbook for list of local utility providers. **Utilities shall be the responsibility of Resident from the day of Possession until the move out inspection has been completed by Management**. If Resident fails to transfer utilities into their name by the move in date and Management has to allocate utility charges between owner and Resident, Resident agrees to reimburse Management/ Owner for all unpaid utility bills **plus an administrative fee to Iron Horse Property Management of $50.00 a month per utility that Resident fails to put in their name until utilities are on in Resident's name.** Resident must provide Management proof of payment of final utility bills prior to the return of the security deposit.

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2.3 PETS

(a) Pets: No animals, birds or pets of any kind shall be permitted on Premises without prior written consent of Management, a signed pet agreement, and a Pet Administrative Fee as is required by Management. Resident agrees, at Resident's expense, to rid the Premises of all fleas, or other pests, and restore carpet to its original condition and remove all evidence of pets, including pet odors, even if it means replacing the carpet and pad at Resident's expense, regardless of the carpet condition at time of move-in. If Management discovers a pet on the grounds of or in the Premises, whether or not owned by Resident, Management may assume pet has been on the Premises from the Date of Possession and Resident agrees to pay the Additional Pet Administrative Fee for the unauthorized pet as outlined in the Pet Exhibit, retroactive from the date the Resident took Possession, as it is impossible to accurately identify when the pet was acquired or when the pet first appeared on the Premises. This includes pets and animals belonging to temporary/visiting occupants.

(b) "Dangerous" or "Vicious" Dog: Notwithstanding the foregoing, at no time whatsoever shall Resident bring or keep upon the Premises any dog designated pursuant to Georgia law as a "dangerous dog" or as a "vicious dog.

2.4 RESIDENT IMPROVEMENTS

(a) Resident may not paint, wallpaper, or otherwise change the cosmetics of the Premises unless Management approves of Resident's selection of materials and quality of workmanship, in writing, in advance of said work. In any event, Resident agrees to return Premises to its original condition if requested by Management.

(b) Resident may not remodel and make structural changes without Management's written permission and approval of materials and workmanship. Resident has no authority to incur any debt, or make any charge against the Premises or Management, or to create any lien upon said Premises for work done or material furnished, or to act as agent for Management at any time for any purpose.

(c) Resident warrants that any repairs, refurbishments or work performed on the Premises by Resident or performed by anyone hired, retained or appointed by Resident, will be done in a good and workmanlike manner and will be undertaken only by licensed, insured and qualified professionals under the direct supervision of the Resident, who will be fully accountable for all payments for said improvements, and to hold Management free from harm or loss arising from claims of any other parties, regardless of cause, which might result from said work.

(d) Any alterations or changes that Management does permit, shall become part of the Premises and shall remain in the Premises at all times during and after the term hereof.

2.5 RESIDENT'S PROPERTY

Management shall not be liable for damages to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's sole gross negligence. Should Resident leave personal property on or around the Premises at move out, Resident agrees to reimburse Management for the actual costs of removal and/or storage of said property and shall hold Management harmless for the loss, destruction, or disposal of same.

2.6 PROPERTY USE

(a) Premises shall be used for residential purposes only and shall be occupied only by persons named in this Lease. Premises shall be used so as to comply with all state, county, and municipal laws and local ordinances. Resident shall not use Premises, or permit same to be used, for any unlawful purpose or in any manner so as to interfere with other resident's quiet enjoyment of their property. Any unauthorized use of the Premises shall be deemed an event of default of this Lease.

(b) OCCUPANCY: No more than two (2) persons per bedroom may reside on the premises unless otherwise stated in Exhibit A (Special Stipulations) of this Lease Agreement.

(c) Tenant is prohibited from stating any fire for any reason, such as burning leaves and sticks, a "camp fire", or outdoor cooking, withing 50 feet of any part of the Property's structure including, but not limited to, an outside storage buildings, except within a fireplace or masonry fire pit that is part of the property. This restriction does not prohibit Tenant from using an outdoor grill but any grill must be a safe distance from the structure to reduce the change of catching the structure on fire.

2.7 RIGHTS OF ACCESS, SHOWING, LOCKS AND PROPERTY VISITS

(a) Right of Access: Management's policy is to respect Resident's right of privacy, and right of quiet enjoyment of the Premises, and will attempt to contact Resident prior to visiting the Property. **Management shall have the right of access of Premises for inspection and maintenance between 9 a.m. and 6 p.m. daily,** except in case of emergency, as defined at the sole discretion of Management. Management may enter at any time to protect life or prevent damage to the Premises.

(b) Property Photos: Resident agrees to allow Management to take photos and/or video of the property and publish photos on marketing sites for the purpose of leasing the property.

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(c) Showing: During the last one hundred eighty (180) days of Resident's occupancy, Management's staff, its agents, or any licensed real estate agent, shall have the right to place yard signs on the Premises and shall have the unrestricted right of entry to Premises, via a lockbox and key, between the hours of 9 a.m. and 6 p.m. daily for the purpose of showing the Premises. Resident agrees to use prudent judgment in securing valuables at all times, but especially during the times the Premises may be for sale or lease, and agrees to hold Management harmless for any loss thereof. Should Resident attempt to limit or restrict said entry during these stated times, Resident shall be in default of this Lease and Management, in addition to all other legal rights and remedies, may retain Security Deposit as liquidated damages as the parties agree that it would be impossible to accurately estimate actual damages resulting from such breach and that the Security Deposit is reasonable compensation.

(d) Locks and Alarm System: At time of move-in, Resident acknowledges having being given the right to choose to have the locks re-keyed at the Resident's expense. Resident is prohibited from changing or re-keying locks without express written consent from Management. Security systems or additional locks may be installed on the Premises only upon notice to, and written permission from, Management. Upon receipt of written permission, Resident agrees to use the locksmith that Management recommends. Resident shall provide Management with duplicate keys (security codes) that open any and all locks (security systems) installed on the Premises, and all such items shall become fixtures of the Premises. Installation of additional locks (security systems) and duplicate keys will be at the Resident's expense. Should Resident change the locks (security system) and refuse to provide Management with duplicate keys (system codes) when asked, this will constitute Resident's breach of this Lease. Resident will forfeit their Security Deposit and will be responsible for any and all damages that are a proximate cause of the refusal to provide access as agreed. Should Resident change locks, or refuse to provide Management with a key when asked, Management may have the Premises re-keyed (security system re-coded) during Resident's stay, at the Resident's expense, and Management will supply Resident with a new key. Resident shall be responsible for any costs incurred and pay Management a $250 administrative fee.

(e) Property Visits: Management intends to visit the Premises on a regular basis to stay informed as to its condition. Resident agrees to cooperate with this program and agrees to schedule inspections during regular business hours. If Resident insists on after hours (or a specific day/time) visits (evenings, weekends or holidays) Resident agrees to pay ***$50.00*** per event. Resident may be present for said inspections but is not required to be.

To stay current on the property condition, Management will visit the property on the following schedule.

1. Periodic inspections
2. At the Resident's request.
3. At the Owner's request.
4. Approximately 30 days prior to move out date.
5. If Management has cause to be concerned:

    - Neighbor complaint
    - Police report
    - Report of pets
    - Poor exterior appearance

Resident agrees to cooperate with Management inspection policy.

(f) Monitoring Resident's Credit: Resident hereby gives Management permission to monitor/report Residents credit before, during and after occupancy of the Premises until all unpaid charges have been paid by Resident.

2.8 INSPECTIONS

All Residents are invited to appear for the move-in or move-out inspection. If less than all the Residents appear at inspections, all Residents herewith represent to Management that any Resident(s) who appear(s) at inspections is/are authorized to act for, and on behalf of, all Residents in conducting the move-in or move-out inspection. By the signature(s) below, Resident(s) acknowledge that he/she is authorized to conduct the inspections and review the report, and that he/she is expressly authorized to bind any and all other Residents who are entitled to occupy the subject Premises pursuant to this Lease for purposes of the inspections.

(a) Damage Inspection:

Resident acknowledges receipt of a comprehensive listing of any existing damages to the Premises, which receipt was prior to the tender of the Security Deposit. Resident must sign said list, or sign a written dissent listing damages they claim exists in Premises prior to occupancy. **RESIDENTS ARE ENCOURAGED TO REPORT EVERYTHING ON OR ABOUT THE PROPERTY OR ADJACENT STRUCTURE REQUIRING REPAIR NO MATTER HOW SLIGHT AT THE TIME OF MOVE-IN.**

This will establish the initial condition according to the Resident. Management will not repair any cosmetic items such as carpet blemishes, chipped sinks, etc., nor do any painting inside or out or do any other repairs unless specifically agreed to by Management in writing prior to move-in. **The purpose of this inspection is to document the condition of the Premises before Resident takes possession, not to create a punch list of repairs to be completed.** The move-in inspection shall not be viewed by either party as a list of things promised to be repaired/replaced by Management. **All Resident-requested repairs must be requested in writing through Resident's Online Tenant Portal** at www.IronHorsePropertyManagement.com. Resident assuming possession of the Premises shall be conclusive evidence that the Premises is accepted "as is" by Resident and is in safe and habitable condition.

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(b) Damage Inspection After Termination:

Within three (3) Business days after the date of termination of occupancy, Management will inspect the Premises and compile a comprehensive list of any damages done to the Premises during Resident's occupancy which list shall be signed by Management. Resident agrees to keep all utilities on, including electric, gas and water, from date of occupancy through the date of the move-out inspection. If any utility is off at the time of the move-out inspection Resident agrees to pay Management a $100 (utility restoration fee) as well as all costs incurred by Management to restore/reconnect the utilities. Resident shall have the right to inspect Premises within five (5) business days after the termination of Resident's occupancy to ascertain the accuracy of the list. Management and Resident shall sign the list and this shall be conclusive evidence of the accuracy of the list. If the Resident refuses to sign the list, he shall have five (5) business days from the date of termination of occupancy to state specifically in writing items on the list to which he dissents and to deliver such list of dissention to Management. If Resident fails to provide such a list of dissention or fails to provide such a list in a timely fashion pursuant to the time frames contained in this paragraph, the list as compiled by the Management shall be deemed accurate, true and correct and comprehensive by the Resident. If the Resident terminates occupancy without notifying Management, Management may make said move-out inspection within a reasonable time after discovering the termination of occupancy. In the event Management elects to retain any part of the Security Deposit, Management shall provide Resident with a written statement setting forth the reasons for the retention of any portion of the Security Deposit within thirty (30) days of the Move-Out Inspection, and shall include with such statement any portion to be refunded.

2.9 MAINTENANCE CHARGE BACKS, RE-KEYING AND STAND UP FEE

(a) Should Resident request maintenance be done on the Premises which servicing contractor reports was caused by the abuse or misuse of Resident or their invitees, Management shall provide the invoice for such repair to Resident and Resident agrees to pay such sum (plus a $50.00 administration fee) no later than the first of the month following notification. Should Resident fail to pay said sum as stated herein, Resident may be deemed to be in default of the terms of this Lease.

(b) If Resident vacates the Premises, without returning to Management keys to the Premises, garage door openers, or access keys to the community amenities, **Resident shall pay a $350 replacement fee**

(c) Should an appointment be scheduled with Resident for any purpose and Resident not show up or refuse access, Resident agrees to pay Management a **$50.00 Administrative (Stand-Up) Fee** for the missed appointment.

(d) Resident(s) agree to work with maintenance vendors to get repairs done in a timely manner. If Resident(s) fail to do so, Management will schedule and coordinate the maintenance/repairs on Resident's behalf, meet vendors to grant access, and Resident will be charged an **Hourly Service Fee of $50.00 per hour** for Management's time to attend the appointment

(e) Should Management provide Resident with equipment to use temporarily while a repair is being made, Resident agrees to return said equipment to Management's office within 48 hours of repair being made. If Resident damages equipment or holds equipment longer than 48 hours, the replacement cost of the equipment shall be charged back to Resident.

(f) If the property requires the use of Propane, the tenant shall be responsible for refilling the propane tank throughout the lease and upon termination of the lease. Failure to have the tank filled prior to vacating the premises will result in tenant being charged the cost to fill the tank plus $75 admin fee.

(g) If the property's water is supplied by use of a well,the Landlord is responsible for regular maintenance and testing to ensure the water meets state and federal standards. The Tenant acknowledges that water produced by a well may occasionally change its smell and clarity due to environmental factors and occasional sediment. Landlord will provide the tenant with the latest test results upon request. The tenant may arrange to have the water tested, at their own expense, at any time during the lease.

(h) Tenant agrees to only flush human waste and toilet paper down the toilet. No other items, including but not limited to, wipes (even 'flushable' types), paper towels, feminine hygiene products, or grease, shall be flushed. Tenant is responsible for all costs associated (including the service call/diagnostics fee) with clearing plumbing clogs and any necessary repairs caused by the improper disposal of items.

2.10 HOMEOWNER ASSOCIATIONS

(a) The Premises may be located in a community that may maintain amenities such as a clubhouse, golf, pool, tennis, exercise facility, laundry, or similar amenities or provide some utility services to the Premises. With respect to such homeowner's associations and/or amenities, Management makes no representations as to: (1) whether any association exists; (2) whether the owner is a member and is current with any applicable dues; (3) whether such amenities are available to a Non-Owner Resident, including a tenant. Management encourages Resident to fully investigate the availability of such amenities, and to determine whether such amenities would be available to a person in a tenancy situation, the cost thereof and any and all other factors which might be important to Resident in selecting this Premises.

(b) Resident expressly releases Management of and from any and all duties to investigate such amenities and from any representations regarding such amenities whatsoever. Resident expressly acknowledges that Resident has made such independent inquiry as Resident so desires regarding any amenities offered by a community or homeowner's association and releases Management of and from any and all liability in connection therewith.

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(c) If a homeowner's association exists, the Premises may be subject to various rules for the community. Any breach thereof may constitute a default as defined herein.

(d) Should notice be received by Management (or owner) regarding a violation of said rules and regulations, Management shall notify Resident of said violation in writing. If Resident fails to correct the violation within ten (10) days of said notice, Resident agrees to pay for the cost of Management resolving the problem (if it can be resolved), or Management may declare the Lease to be in default and require the Resident to vacate the Premises. If the association should fine Management (or owner) for the actions, inactions, conduct or behavior of Resident, or Resident's invitees or guests, for failure to comply with the rules and regulations of the community where Premises is located, Resident agrees to pay said charges within ten (10) days of notice by Management to Resident plus a $100.00 Administrative Fee (per violation) for Management's involvement in the event. Failure to pay said charges may result in a breach of this Lease.

2.11 NEIGHBORHOOD CONDITIONS AND SECURITY DISCLAIMER

(a) Resident acknowledges that every neighborhood has conditions which different Residents may find objectionable including without limitation stadiums, crime, land-fills, quarries, high-voltage power lines, airports, odorous factories, schools serving the Property, cemeteries, land use and transportation maps. The Residents shall be responsible to become familiar with any present or future neighborhood conditions which could affect the Premises. If Resident is concerned about the possibility of a registered sex offender residing in area of the Premises, Resident should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation website at www.gbi.georgia.gov.

(b) Resident acknowledges that crime occurs in every community and Management is not a provider of security regarding the Premises. Resident acknowledges that prior to occupying Premises they have inspected all window locks, door locks, exterior lighting and found them to be in good working condition. If during the term of the Agreement any of the above items stop functioning properly Resident agrees to notify Management immediately in writing through the online portal at www.IronHorsePropertyManagement.com

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. GENERAL CLAUSES

3.1 EARLY TERMINATION

(a) Provided Resident is not in default hereunder at the time of giving notice, has strictly complied with all of the provisions of this Agreement, is current with all fees due Management, Resident may terminate this Lease before the expiration date by:

1. giving Management at least thirty (30) days written notice sent by certified or registered mail, return receipt requested; and, 2. **upon notice,** paying all rent and any charges due to management through the date of move-out; and, 3. paying liquidated damages (specifically agreed herein is not a penalty) of an amount equal to **three month's rent** as an "Early Termination Fee" to Management as the parties agree the precise amount of advertising costs, length of vacancy and other factors are impossible to ascertain at the outset and that the sum set forth in this paragraph is reasonable compensation for breach by the Resident under this paragraph. The foregoing shall not relieve Resident of his/her responsibilities and obligations regarding any damages to Premises. No prorating will be given for percentage of lease term completed by Resident; and
4. return the Premises in clean and ready to rent condition.

(b) If Resident vacates the Premises before the Anniversary Date, and fails to follow the Early Termination clause precisely as stated above, this shall be called an abandonment, Resident will be in default of their Lease and all provisions of the Lease shall be enforced.

3.2 DEFAULT

(a) If Resident fails to pay rent or any other sum when due, or otherwise fails to abide by and perform any of the obligations, terms, conditions, or provisions of this Lease, including but not limited to, failure to reimburse Management for any damages, repairs, or costs when due, abandonment of the Premises, or violation of any Rules and Regulations set forth herein, or the community association rules, each and any such breach shall constitute a default under this Lease.

(b) If such default continues for five (5) calendar days after written notice of default, Management may, at its option, terminate this Lease by written notice to Resident.

(c) Management, as Owner's agent, may enter upon and take possession of the Premises and re-lease the Premises at the best rental price obtainable by reasonable effort, and for any term, and for any rent, upon such terms as Management deems proper. Resident shall be liable to Management for the deficiency, if any, between Residents rent hereunder and the rental price so obtained by Management by reoccupying.

(d) Any action hereunder by Management shall not prejudice any rights of action against Resident as provided in this Lease or by law, and Management shall not be guilty of trespass or forcible entry as a result of such entry and repossession of the Premises by Management.

(e) Should Management file a dispossessory action to enforce payment of rent, outstanding charges or other actions of the Resident, Resident agrees to pay **$250** to cover the expenses of that filing and administrative costs associated with action.

3.3 LEGAL NOTICE FEE

Should Management be required by this Lease, or the Georgia Landlord Tenant law, to send a legal notice (certified letter) to Resident, Resident agrees to pay a **$25.00** administrative fee to Management.

3.4 ATTORNEY AND COLLECTION COSTS

If Resident breaches this Lease, Resident agrees to pay all costs of collection of said sums if it must be collected by an attorney-at-law in addition to unpaid charges (including charges allowed under this Lease and damages to the Premises) to Management within ten (10) days of the time Resident is notified of the breach. Resident also agrees to pay any and all costs, including mediation and arbitration fees, filing costs, attorney's fees and costs, and any fees and costs awarded by a Court, if such sums are collected through a legal proceeding.

3.5 NO WAIVER

Any failure of Management to seek redress of a violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Lease, shall not operate as waiver of any such violation or of Management's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by Management for any such violation. Acceptance by Management of any late payment of rent, or additional rent, shall not constitute a waiver of any rights of Management, including without limitation, the right to terminate this Lease as herein provided. The receipt of any rent, or additional rent, by Management with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant, or condition of this Lease may be waived by Management unless such waiver is in writing and signed by Management.

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3.6 TIME IS OF THE ESSENCE AND SERVICE OF NOTICES

Time is of the essence of this Lease. All references to any notice required to be given, or due dates for rental payments, shall be strictly construed and any binding notice required herein shall be in writing and hand-delivered or mailed registered or certified mail in accordance with the provisions herein, unless stated otherwise herein. Resident hereby appoints the person in charge of or occupying Premises at the time, as his/her agent to receive the service of any dispossessory or distress proceedings and notices hereunder, and all notices required under this Lease, and if no person is in charge of or occupying the same, such service or notice may be made by attaching the same on the front entrance of Premises. For purposes of compliance with the Georgia law, Management hereby states that ***Iron Horse Property Management, LLC,*** whose address is ***1741 Hog Mountain Road, Bldg 200 Suite 1, Watkinsville, GA 30677*** is authorized to manage the Premises and to act for and on behalf of Management for purposes of serving of process and receiving and receipting for demands and notices.

3.7 INDEMNIFICATION

Resident releases Management from liability for, and agrees to indemnify Management against, all losses incurred by Resident as a result of: **(a)** Resident's failure to fulfill any condition of this Lease; **(b)** Any damage or injury happening in or about the Premises to Resident, Resident's invitees or licensees of such person's property; **(c)** Any judgment, lien, or other encumbrance filed against Premises as a result of Resident's action unless it results from the sole gross negligence of Management.

3.8 DESTRUCTION OF PROPERTY/PREMISES

If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage it as to make it be uninhabitable) Tenant's damages shall be liquidated and limited to an abatement of rent from the date of such destruction until the Premises are habitable again, it being agreed that the same is a reasonable pre-estimate of Tenant's actual damages and is not a penalty. Notwithstanding the above, if the Premises cannot be made habitable within thirty (30) days of such destruction, or if Landlord notifies Tenant in writing that the Premises cannot be made habitable within this timeframe, then either Landlord or Tenant may terminate this Lease, upon notice to the other party. Such notice of termination must be given within fourteen (14) days from the earlier of either the Landlord not timely making the Premises habitable or notice being given by Landlord to Tenant that the Premises will not be able to be made habitable within thirty (30) days from the destruction of the Premises. If such notice of termination is not timely given, then the parties' right to terminate due to the destruction of the Premises shall be waived, and Tenant shall reoccupy the Premises upon receipt of notice from Landlord that the Premises are now habitable. If Premises are damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests.

3.9 MORTGAGEE'S RIGHTS

Resident's rights under this Lease shall at all times be automatically junior and subject to any Deed To Secure Debt, or Trust, which is now, or shall hereafter, be placed on Premises. If requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination described in this paragraph. Should Property go into foreclosure, Resident shall hold Management harmless from any damages or losses which might incur to Resident from said foreclosure.

3.10 SIGNATURE AND FAXES

These Premises cannot be leased without the signature of each adult party who will be residing in the Premises. Management and Residents agree this Lease can be signed by duplicate originals. Faxed signatures, electronic signatures and properly executed Power of Attorneys, are deemed acceptable.

3.11 AGENCY DISCLOSURE

(a) Management's office brokerage relationship policy is to represent Owners as Sellers and/or Landlords (Seller Agency and Landlord Agency), Buyers (Buyer Agency), and Sellers and Buyers in the same transaction with Designated Agency, and Transaction Brokerage. Management is a licensed Real Estate Broker and as such, is representing the Owner/Landlord in this transaction unless otherwise described on an attached Agency Disclosure.

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(b) Authority Over The Lease: All parties acknowledge that Management is authorized by the owner of the Premises to manage this Lease. This Lease is between Resident and Management and Resident agrees not to communicate with the Owner while under this Lease. In the event that Management relationship is terminated with the Owner during the term of this Lease, Resident hereby releases Management of and from any liability under this Lease, provided Management has notified Resident by certified mail and email of the termination, including in said notice the following: **(1)** effective date of termination; **(2)** name and address to whom rent is to be sent; **(3)** telephone number of person responsible for repairs; and **(4)** copy of check turning over Resident's Security Deposit to owner or new manager. All parties acknowledge and agree that the security deposit shall be transferred to new owner or management company and notice will be given to resident. Owner and/or new Management Company are bound by Georgia Law regarding the handling and return of said deposit. Resident(s) agree to hold Iron Horse Property Management harmless from misappropriation of security deposit by the new Owner and/or new Management Company.

(c) Buying the Property: Resident acknowledges that Management has an exclusive brokerage relationship with the Owner of the Premises, which includes the payment by Owner to Management of a real estate commission if Resident purchases the Premises. Resident agrees to communicate solely with Management regarding any interest or offers to purchase said Premises. Should Resident contract with another real estate agent to represent him/her in the purchase of this Premises, Resident agrees to pay their agent personally and not look to the Seller, or Management, for their agent's compensation. Should Resident breach this stipulation, and buy the Premises without inclusion of Management, Resident agrees to pay Management for damages, including but not limited to a real estate commission of Five percent (5%) of the sales price, plus collection costs and attorney fees.

(d) Automated and AI-Driven Communications: Owner acknowledges and agrees that Property Manager or Property Management's representatives may use automation technologies and artificial intelligence (AI) tools to facilitate business operations, including, but not limited to: (a) sending automated or AI-generated communications via email, text message (SMS), phone calls, or through online portals or applications; (b) handling inbound and outbound phone calls using AI voice agents; (c) delivering automated reminders or notices regarding rent payments, past due balances, lease renewals, maintenance appointments, or other matters relevant to the lease or the Property. These systems may generate and transmit messages without direct human intervention, although all such messages shall be reasonably related to the operation, management, or enforcement of this agreement or related lease(s). By signing this Lease, Owner consents to receiving such automated communications and acknowledges that these communications may be monitored or recorded for quality, training, or legal compliance purposes. Opt-Out Limitations. Owner understands that certain communications are necessary for compliance and property management functions. As such, opting out of essential communications (e.g., rent reminders, legal notices, or urgent maintenance alerts) may not be permitted. Where opt-out is allowed under law or policy, Owner may request to opt out of nonessential communications by contacting the management office in writing. Any use of Tenant information through AI or automated systems will be governed by applicable data protection laws. Manager shall take reasonable measures to protect owner data and will not sell Owner information to third parties without consent, except as otherwise permitted under applicable law.

By initialing below, you acknowledge and agree to the terms in Section 3.

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4. DOCUMENTS AND EXHIBITS

4.1 RECEIPT OF IMPORTANT DOCUMENTS

Resident acknowledges they have received the following documents prior to executing this Lease:

(a) Booklet Protect Your Family from Lead in Your Home;

(b) Management's Official Resident Handbook

(c) A copy of all exhibits Resident(s) signed prior to taking possession of the Premises, which altogether are incorporated into and made a part of this Agreement by reference.

4.2 EXHIBITS TO LEASE INCORPORATED HEREIN

This Lease includes a number of Exhibits which Resident acknowledges as integral parts of this Lease. Resident warrants that he/she has read the Exhibits prior to signing this Lease. These Exhibits, incorporated into this Lease by reference thereto, include:

Exhibit A - Special Stipulations

Exhibit B - Resident's Maintenance Agreement

Exhibit C - Mold Information and Prevention

Exhibit D - Re-Key Options for Residents

Exhibit E - Pet Policy and Rules

Exhibit F - Lead Based Paint Disclosure

Exhibit G - Split Security Deposit

4.3 NO PENALTY

Resident agrees that certain breaches of this Lease will cause damage to Management or the Premises which will be difficult of accurate estimation, but Management has included fees and reimbursements within this Lease that are a reasonable pre-estimate of loss. All fees and reimbursements of whatever nature and description referenced or set forth in this Lease are agreed by Resident to be just and reasonable reimbursement or compensation and in no event shall any such fee or reimbursement be deemed to be a penalty as such term is defined under Georgia law.

4.4 SURRENDER OF PREMISES

(a) Delivery: Resident shall deliver possession of Premises to Management in good order and repair upon termination or expiration of this Lease, leaving said Premises in a clean and sanitary condition. Said condition includes, but is not limited to, cleaning of all appliances and removal of all trash, garbage, rubbish and personal property from the Premises and yard and returning keys to Property, mailboxes, amenities, and power garage door openers to Management. Should Resident fail to return (remove) said items Resident agrees to pay the cost of replacing, re-keying or removing same. Whenever Management is entitled to possession of the Premises under the terms of this Lease, Resident shall at once surrender Premises to Management.

(b) Holdover: Should Resident agree to be out of the Premises on a certain day and fail to do so, or leave substantial personal property inside the Premises preventing Management from taking back possession, Resident agrees to pay Holdover Fee at the rate of **$100** per day plus monthly rent until Management is able to retake possession.

(c) Abandonment: Should Management discover, at any time during the term of this lease, that any utility service is off in the Property and, upon visiting the Property it is discovered that the Resident has substantially or fully vacated or abandoned the property, and after reasonable steps to contact the Resident to provide notice of intent of Management to reclaim the property, Management may, in addition to all other rights and remedies, declare the Resident has abandoned/ vacated the Property. Resident hereby grants permission to Management to retake possession, removing the Residents remaining personal property so as to protect the Property from deterioration, with the understanding that Resident will be unable to recover said property at a later date. Resident agrees not to file any action against Management (wrongful dispossessory or unlawful eviction) for said action against Management.

(d) Leaving Personal Property: Should Resident leave personal property on or in Premises, after vacating/abandoning the Premises, Management is hereby authorized by Resident, and at Resident's expense, to remove/discard said personal property.

(e) Carpet Cleaning: Within 24 hours after Resident vacates said Premises, Resident agrees to have the carpets professionally steam cleaned. Residents will be responsible for furnishing receipts of said services to Management prior to refund of Security Deposit, or Management may deduct charges to have these services completed.

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4.5 REMEDIES CUMULATIVE

All rights and remedies available to Management by law, including but not limited to those described herein, shall be cumulative, concurrent and non-exclusive.

4.6 SEVERABILITY

The provisions of this Lease are severable. If any provision of this Lease is held to be illegal, invalid or unenforceable, in whole or in part, under current or future laws or regulations effective during the term of this Lease, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, the provision shall be severed from this Lease to the extent enforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

4.7 SECURITY DEPOSIT

Any security deposit to be refunded shall be made payable jointly to all adult Residents listed as parties to this Lease. Management shall not be responsible for dividing the security deposit between or among Residents nor shall Management refund any portion of the security deposit to any party prior to the termination of the Lease.

4.8 JOINT AND SEVERAL LIABILITY AND SUBLETTING

Each Resident is jointly and severally liable for ALL obligations (including, but not limited to, rental payments, late fees and damages) of Resident set forth in this Lease regardless of the number of adults signing this Lease.

No Resident who is a party to this Lease shall be dropped from this Lease at any time. Each Resident will be jointly and severally liable under the terms of this Lease even if any of them vacates the Premises before the termination date of this Lease. No subletting or assignment of this Lease is permitted. Assignment of any portion of this Lease or subletting any portion of Premises without obtaining written permission from Management shall be deemed a breach of this Lease and may result in termination. This includes leasing through Airbnb, VRBO, or any other short term lease to any third party.

A new Resident may be added to the Lease if **(1)** all other Residents submit a written agreement to this effect to Management and **(2)** Management approves the application of the proposed new Resident. If a new Resident is to be added, then a new Lease must be signed by all Residents and Management will collect an administrative fee of $250 from Resident.

4.9 ENTIRE AGREEMENT

This Lease, and any incorporated or attached written Exhibits, Handbooks or Addendums, shall constitute the entire agreement between the parties and no oral statement or oral modification of the terms of this Agreement, or advertising, or flyer, or promotional materials, except that which is described herein, shall be binding, create or form any part of an agreement between the parties. This Lease can only be amended in writing and signed by all parties to this Agreement.

4.10 GOVERNING LAW

The laws of the State of Georgia shall govern the interpretation and enforcement of this Lease.

By initialing below, you acknowledge and agree to the terms in Section 4.

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5. EXHIBIT B: RESIDENT'S MAINTENANCE AGREEMENT

5.1 MANAGEMENT VS. RESIDENT RESPONSIBILITIES

Water Systems Breakdown: MANAGEMENT
Clogged plumbing inside house: RESIDENT
**Clogged Plumbing Between house and street: MANAGEMENT
**If the clog is due to flushing wipes, feminine products, paper towels, grease, or other inappropriate items: RESIDENT is responsible.
Broken Garbage Disposals: MANAGEMENT
Reset Garbage Disposal: RESIDENT
HVAC breakdown: MANAGEMENT
Setting HVAC controls: RESIDENT
Changing Furnace Filters: RESIDENT
Changing Refrigerator Filters: RESIDENT
Electrical System Failures: MANAGEMENT
Resetting GFCI switches and breakers: RESIDENT
Replace all Light Bulbs: RESIDENT
Replace Door Lock Batteries: RESIDENT
All Utilities (unless provided by community): RESIDENT
Mandatory Association Dues: MANAGEMENT
Termite Treatment: MANAGEMENT
Household pest control: RESIDENT
Maintain Yard Fencing: MANAGEMENT
Lawn mowing and trimming: RESIDENT
Shrubbery and mulch maintenance: RESIDENT
Security System Repairs: MANAGEMENT
Security System Monitoring: RESIDENT
Microwave Turntable: RESIDENT
Smoke Detector Installation: MANAGEMENT
Replacing Smoke Detector Batteries: RESIDENT
Exterior Drain Hose Bibs (winterize): RESIDENT

If Resident requests service items on this list that they are responsible for, resident agrees to pay cost of said service. Any resident-caused damage will be the responsibility of the resident.

1. Clogged Plumbing: Management shall not be responsible for clogged drains or plumbing where such clog is caused by the introduction of foreign objects not intended for sewer disposal, the introduction by Tenant of excess waste, or other stoppage caused by Tenant. Management is responsible for plumbing between the Premises and the street. Resident is responsible for clogged plumbing in the Premises. If a service contractor reports that any clogged plumbing was caused by Resident, Resident agrees to pay for said service invoices.

2. Lawn Care: Unless otherwise set forth above, Resident is responsible for keeping the lawn mowed and edged, beds free of weeds, pine straw and mulch laid, shrubs trimmed, grass clippings and leaves picked up on a regular basis (minimum of once every two (2) weeks in growing season and fall leaf season). Resident shall keep the Property, including yard, lot, grounds, premises, walkways and driveway clean and free of rubbish, trash and debris. If Management sends lawn care notices in writing, and Resident fails to tend properly to the lawn needs within six (6) days of notification, Management will send a landscaper to do the work and Resident agrees to pay said invoices within ten (10) days of written invoicing including a $50 Administration Fee per occurrence.

3. Pest Control: At all times during the occupancy of said Premises, Resident shall be responsible for pest control of all kinds, except for termites. Resident is encouraged to use licensed pest control contractors to treat for pests or rodents.

4. Key Replacement: If Resident needs a key replacement, they agree to pay a $25 fee and pick up the key at Management's office during normal business hours. If the Premises needs to be re-keyed while the Resident occupies the Premises, Resident agrees to use Management's approved vendor and pay the vendor's invoice for said re-keying.

5. Lock Out: If Resident gets locked out during normal business hours, a spare key can be picked up at the office. If Resident gets locked out after hours, on weekends or when a staff member is unavailable, Resident is responsible for obtaining and paying for a locksmith.

6. Bogus Work Orders (crying "wolf"): If Resident requests a maintenance request for items that are not broken, Resident agrees to pay for said work. If the Management contractor identifies the call as "operator error," Resident agrees to pay for the contractor's trip. Example: resetting the garbage disposal, GFCI switches, breaker switches, pilot lights, setting HVAC controls, etc.

7. Light Bulbs: Resident agrees to take care of all light bulb replacement.

8. HVAC Filters: Resident is responsible for changing air filters routinely every 3 months. Filters may need to be changed more frequently due to pets and cleanliness of the property.

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9. Smoke Detectors and/or Carbon Monoxide Detectors: Upon move in (and regularly thereafter) Resident agrees to test the smoke detectors and/or carbon monoxide detectors, if present, to make sure they are functioning properly. The Resident is responsible to keep working batteries in all smoke detectors and carbon monoxide detectors. If devices do not operate properly after Resident replaces the batteries, Resident shall give Management written notice on the Online Portal at www.IronHorsePropertyManagement.com and Management will replace the devices.

10. Fireplaces: Management recommends Resident not use the fireplace or wood stove as fireplaces/wood stoves may be hazardous. Should Resident choose to use the fireplace/wood stove, Resident agrees to monitor any fire, not leave a fire unattended, and immediately report any problems with the fireplace/wood stove to Management. Resident agrees not to use fireplace/wood stove if they are aware of a problem.

11. Fire Extinguishers: Management recommends keeping a working fire extinguisher available near the kitchen and any other location that is susceptible to fire.

12. Emergency Calls: Emergency Defined: Anything relating to the Premises under the lease that is threatening to life, health, or the Premises. Fire (please call 911), flood, sewage back-ups, gas odors (call gas company), broken water pipes, tree falling on house, call the Iron Horse Property Management Emergency Number at 706-621-6070.

After Hours Maintenance Service / Premises Visits: If Resident refuses to allow Management approved maintenance contractors (or Management staff) in the Premises with a Management key or requires that the contractor (or Management staff) do service after regular business hours (after 5 PM weekdays). Resident agrees to pay the afterhours premium of $50 Administrative Fee per occurrence.

10. Renter's Insurance: Management recommends Residents obtain renter's insurance. Resident acknowledges the importance of obtaining renter's insurance and understands that he/she/it may obtain renter's insurance from the agent and/or insurance company of their choice. Management is not liable to any resident, guest, family member, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, mold, water leaks, hail, ice, snow, lighting, wind, explosions, and interruption of utilities. Management is not liable for any loss of food due to refrigerator or other
appliance failures. You must, for 24 hours a day during freezing weather - (1) keep the Premises heated to at least 55 degrees; (2) keep outside water spigot disconnected. You (Resident) will be liable for damage to our and others' property if damage is caused by broken water pipes due to violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify Management (that is, hold us harmless) from all liability for those services. Unless otherwise provide by law, Management is not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Management is not obliged to furnish security personnel, security lighting, gates or fences, or other forms of security unless required by statue. Management is not responsible for obtaining criminal history checks on any resident, occupants, or representatives of us. Resident agrees to hold Management harmless and to indemnify against any losses, damages or claims including attorneys' fees and costs made by Resident for all risk assumed under this section. Because Resident is not covered by our insurance and because of the risk assumed under this section, Management recommends and urges you to secure adequate renter's property and liability insurance to insure and protect against risk of losses. To the greatest extent permitted by law, Resident agrees to hold Management harmless and to indemnify Management against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to you, your family, occupants, guests, invitees, or any person entering the Premises or the community of which the Premises is a part. Unless prohibited by law, you waive any insurance subrogation rights or claims against our insurers and us.

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By initialing below, you acknowledge and agree to the terms in Section 5.

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6. EXHIBIT C: MOLD INFORMATION AND PREVENTION

6.1 MOLD INFORMATION AND PREVENTION

PLEASE NOTE: IT IS OUR GOAL TO MAINTAIN A QUALITY LIVING ENVIRONMENT FOR OUR RESIDENTS. TO HELP ACHIEVE THIS GOAL, IT IS IMPORTANT TO WORK TOGETHER TO MINIMIZE ANY MOLD GROWTH IN YOUR DWELLING. THIS ATTACHMENT CONTAINS IMPORTANT INFORMATION FOR YOU AND EXPLAINS RESPONSIBILITIES FOR BOTH RESIDENT AND MANAGEMENT.

ABOUT MOLD: Mold is found virtually everywhere in our environment both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Molds break down organic matter. Without them, we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other material. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which leads to adverse health effects. Reaction to mold exposure varies greatly from one person to another. Most symptoms appear as allergic reactions. Nonetheless, appropriate precautions need to be made. Potential signs of mold growth are: Unexplained discoloration on any surface, musty odor, dark spots on or around vents and water stains anywhere. Anyone with a health problem that thinks might be associated with mold should consult a medical professional.

PREVENTING MOLD BEGINS WITH YOU: To minimize the potential for mold growth in your dwelling you must do the following:

Keep your dwelling clean – particularly the kitchen, the bathrooms, carpet, and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.

Remove visible moisture accumulation on windows, sills, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to filtrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Experts recommend that after taking a bath or shower you: (1) wipe moisture off the walls (a squeegee works well), shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels, bath mats and wet clothing so they will completely dry out. Do not leave wet clothing in the washing machine or dryer.

Promptly notify Management in writing via our online portal at www.IronHorsePropertyManagement.com about any air conditioning or heating system problems you discover. Keep air conditioning and always heat on and replace air filters monthly to reduce moisture in the Premises.

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

Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level.

Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged A/C condensation lines.

Leaks from plumbing lines or fixtures (Residents should know where water cut offs are), and leaks into walls from bad or missing grouting/ caulking around showers, tubs or sinks; washing machine hose leaks, plant watering, overflows, pet urine, cooking spills, beverage spills and steam from excessive open pot cooking; Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); Rain gutters clogged with leaves and debris; Leaking hot water heater; Excessive soaking of exterior by sprinklers or hoses.

IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON- POROUS SURFACES:

(Such as ceramic tiles, Formica, vinyl flooring, metal, or plastic.) The federal Environment Protection Agency (EPA) recommends that you first clean the area with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed spray-on type household biocide such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine scented,) Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will kill mold.) Tilex and Clorox contain bleach that can discolor, or stain so use caution especially near carpeted areas. Be sure to follow the instructions on the container. Applying biocides without first cleaning away dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air filters (HEPA) can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

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DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold (other than mildew) on POROUS surfaces such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us and we will take appropriate action. Remember that leaks caused from storms cannot be repaired until the rain stops. Residents must take the initiative to keep premises free of water as much as possible and report to Management any leaks or moisture problems so that appropriate action can be taken.

COMPLIANCE: Complying with this Exhibit will help prevent mold growth in your dwelling. All parties will be able to respond correctly if problems develop that could lead to mold growth.

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

RESIDENT'S ACKNOWLEDGEMENT:

Resident acknowledges, as evidenced by his or her signature below, that it is necessary for Resident to provide appropriate climate control, keep the Premises clean, and to take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to monitor his or her property for the presence of mold or for any conditions that reasonably can be expected to give rise to mold, such as instances of water damage or mold growth. Resident further agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident further agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area;(ii) any evidence of mold or mildew-like growth that cannot remove by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Premises; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this acknowledgment. Resident understands, acknowledges and agrees that Resident has no claim against the Management and/or any agent, manager or employee for Management and/or any management company employed by Management for any civil cause of action for personal or property damage arising from Resident's failure to comply with the terms of this acknowledgement. Additionally, I have read and understand the MOLD INFORMATION AND PREVENTION sheet.

By initialing below, you acknowledge and agree to the terms in Section 6.

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7. EXHIBIT D: RE-KEYING THE PROPERTY

7.1 REKEYING THE PROPERTY

Iron Horse Property Management will have the property re-keyed by a professional locksmith between tenancies.

Residents agree to pay a $200.00 re-keying fee at the time of move-in. Properties will not be re-keyed if there is a lease assignment and/or the entire household does not move out between leases, unless specifically requested in writing by Resident(s) and at Resident(s) expense.

DOUBLE CYLINDER DEADBOLTS

A door lock system that requires a key to get out may be a hindrance to escaping the house in case of a fire. Some people consider them added security; others consider them dangerous. If the home you are renting from Iron Horse Property Management has double cylinder deadbolts, and you want them changed to a single cylinder deadbolt, we will do it at Management's expense.

You must make your request in writing through the online tenant portal at www.IronHorsePropertyManagement.com.

By initialing below, you acknowledge and agree to the terms in Section 7.

X

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8. EXHIBIT E: PET POLICY

8.1 PET POLICY AND RULES

No pets of any kind are allowed (even temporarily) anywhere on the premises, unless Management so authorized in writing. If we discover a pet on the property you will pay Management a **$250 inspection fee** plus **$50 per day until the pet is removed**. Agent will make the final determination as to the breed or classification of any animal in Landlord's sole and absolute discretion.

This is an Addendum to the Lease dated **<<Lease Creation Date>>** by and between Iron Horse Property Management, Agent for the Owner, hereinafter known as "Management", and **<<Tenants (Financially Responsible)>>** hereinafter known as "Resident" for the premises known as **<<Property Address>>**

Pet Descriptions (Name, Breed, Weight, Age):

<<Pet Information>>

Each of the undersigned represents and warrants that he/she is not aware of any instance where the above-mentioned pet has bitten a person as of the execution of this agreement. At no time shall Resident bring, acquire or keep upon the Premises any dangerous dog or any vicious dog as such terms are defined by Georgia law. In addition to legally-defined dangerous dogs and vicious dogs, Resident shall likewise not be permitted to bring, acquire or keep upon the Premises any other pet that could be deemed dangerous or vicious. If Management requests, resident agrees to provide and show proof of renter's insurance naming Management and Owner as additional insured.

1. Resident accepts full responsibility for keeping the pet under control at all times,and must comply with any and all governmental and community ordinances regarding control of pets. Any property damage or personal injury resulting from any activity of a pet shall be the sole responsibility of the Resident. Resident herewith releases and agrees to indemnify and hold harmless owner and Management for any property damage, personal injury or any other liability incurred as a result of any pet owned or maintained by Resident, including but not limited to actual damages, punitive damages, attorney's fees and costs of defending this action.

2. Resident expressly acknowledges that this Pet Exhibit is an integral part of the lease referenced above, and any breach of this Pet Exhibit shall be a default under the terms of the Lease with all remedies accordingly by the Lease and Georgia law.

3. Within 24 hours after Resident vacates said Premises, Resident agrees to have the carpets professionally steam cleaned and the home professionally treated for fleas and other pests. Resident will be responsible for removing all pet stains and odors even if it requires replacing carpets (with no consideration given for the condition or age of the carpet at the move-in date). Resident will be responsible for furnishing receipts of said services to Management prior to refund of Security Deposit, or Management may deduct charges to have these services completed.

4. If Resident acquires any additional pet(s) during his/her stay in said Premises, Resident agrees to notify Management, get written permission for the new pet and pay an additional pet administration fee. Should Resident acquire an additional pet without written consent (and payment of an additional fee), Resident will be in default of the terms of the lease and all remedies relating to default will apply.

5. Fish tanks may be no larger than 20 gallons. Birds must be caged at all times. No other animals, reptiles, or insects are permitted including but not limited to: livestock or farm animals, exotic or jungle animals, pigs, skunks, ferrets, monkeys, snakes, lizards, turtles, hamsters, and gerbils.

6. Resident agrees to pay Management a $250 non-refundable Pet Administrative Fee per pet, with a maximum of two pets allowed on the Premises for the privilege of maintaining said pet(s). The non-refundable Pet Administrative Fee is paid in addition to, and not in lieu of Resident's responsibility for all damages caused by pet.

7. Said pet(s) has been properly licensed and inoculated for rabies and other usual inoculations for the type of

animal. 8. Said pet(s) has been neutered or spayed.

****SERVICE ANIMAL**** Management does not require a pet deposit or fee for a service animal, comfort animal, or emotional support animal as defined by the American with Disabilities Act, as amended. However, the owner of the animal is liable for any damages caused by the animal above and beyond the normal wear and tear a human tenant may reasonably cause. This includes teeth marks on trim, carpet torn by dog's digging, and carpet soiled by dog waste or vomit. Section 504, Title II Americans with Disabilities Act.

By initialing below, you acknowledge and agree to the terms in Section 8.

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9. EXHIBIT F: LEAD BASED PAINT DISCLOSURE

9.1 LEAD BASED PAINT DISCLOSURE

Lead Based Paint Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention. This agreement must be filled out for all housing built prior to 1978.

Owner's Disclosure:

A. Presence of lead-based paint or lead-based paint hazards

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

X Owner and Management has no knowledge of lead-based paint hazards in the housing. PM InitialsTenant Initials B.

Records and Reports available to the Owner

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

X Owner and Management has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. PM InitialsTenant Initials

Agent's Acknowledgement: PM Initials (Initials of Agent or Licensee of Agent). Agent has informed the Owner of the Owner's obligations under 42 U.S.C § 4852(d) and is aware of his/her/its responsibility to ensure compliance.

Resident's Acknowledgement
Resident has received copies of all information, if any, listed above Tenant Initials

Resident has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family From Lead in Your Home." Tenant Initials

Resident has two options:

(1) A ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Request must be made by Resident to Management; or

(2) Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

By initialing below, you acknowledge and agree to the terms in Section 9.

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10. EXHIBIT G: SPLIT SECURITY DEPOSIT

10.1 SPLIT SECURITY DEPOSIT

All parties acknowledge and agree that by default the Security Deposit for the property being leased shall be disbursed as one check written out to all Residents on the lease agreement. By signing this Exhibit, all Residents agree to split the security deposit portion being returned equally and individually. **Residents agree to pay a $10 Administrative Fee per check written**, which will be deducted from each check prior to being sent to each Resident. Tenants agree to hold harmless Iron Horse Property Management for any loss or damage related to the return of the Security Deposit.

By initialing below, you acknowledge and agree to the terms in Section 10.

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11. SIGNATURES

11.1 ACCEPTANCE AND SIGNATURES

Iron Horse Property Management, LLC

Title: Property Manager/Broker

Broker # 75704

Agent #Agent License Number

Lessee

Date Signed

Lessor

Date Signed

Copy Only