

This is a sample lease only. Some details may change depending on the property you are leasing your apartment at. Please contact Joiner Management if you have any specific questions.

JOINER MANAGEMENT Lease Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 202__, between _____ (hereinafter called "LESSEE") and Joiner Management; (hereinafter called "LESSOR"). For and in consideration of ten dollars, the mutual covenants contained herein, the Lessor reserving this unit for Lessee and other good and valuable consideration, Lessor does this day lease unto said lessee(s) a

2 Bedroom 2 .5 Bath Townhouse located at _____ **Unit _____, Athens, Georgia 3060_**

in the County of Clarke, for the term **beginning 12:00 NOON on August , 202_ and ending at 12:00 NOON on July 19, 202_ . Tenant hereby acknowledges that the Term of the lease is less than a full calendar year, less than 365 days, and the Rent has been allocated into 12 equal installments for convenience. The total rent for the term of this lease is: \$_____ . The first installment is due on the start date of the lease term and remaining installments due on the first day of each and every month at a rate of \$_____ .** Rent is payable to Joiner Management, 155 International Drive, Athens, Georgia 30605. **Lessees herein are jointly and severally responsible for the total amounts of all rents due under this Lease Agreement.** The validity and acceptance of this lease is contingent upon the approval of the application by Lessor.

RENT PAYMENTS AND LATE FEES

If rental payments are not received on or before the fifth day of each month and every month, Lessee agrees to pay a Late Fee of \$30.00 for any rental payments not received by the close of business at 5:00 PM on the fifth and a Late Fee of \$60.00 for any rental payment not received by the close of business at 5:00 PM on the 10th and \$90.00 for any rental payments not received by 5:00 Pm on the fifteenth of the month. **Such Late Fees will be considered additional rent hereunder and must be paid in full by the last day of the month in which it is charged.**

If rental payments are not received by 5:00 PM on the fifth, notification by letter and/or phone will be given. If rent payments are not received by the 10th of the month Dispossessionary action will be taken.

Any and all costs associated with dispossessionary or eviction shall be the responsibility of the tenant and shall be paid within 30 days of such costs to Joiner Management, including reasonable attorney's fees.

Lessee shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Lessor's acceptance of a partial payment constitute accord and satisfaction. Nor will Lessor's acceptance of a partial payment forfeit Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Lessor may accept any partial payment check with any conditional endorsement without prejudice to Lessor's right to recover the balance remaining due, or to pursue any other remedy available under this lease.

Any Late Fees accumulated within a 30-day period must be paid in full before the upcoming monthly rent will be accepted. **All payments are posted to existing charges before posting to subsequent rents. A dishonored check shall be considered non-payment of rent and Lessee agrees to pay to Lessor a fee of \$35.00 for each check so dishonored plus appropriate late fees.** All future rent shall be paid by money order or other form deemed acceptable by Lessor.

If such rental payments are not received on or before the fifth day of each and every month, Lessor may, at its option, treat this Lease Agreement as in default, and may accelerate the remaining balance due under said Lease.

HOLDING DEPOSIT / SECURITY DEPOSIT AND PET FEE

HOLDING/SECURITY DEPOSIT--Lessee shall pay to Lessor, upon execution of this lease, a nonrefundable Holding Deposit of **\$ 500.00** which shall be forfeited in the event Lessee does not take possession of or move into the leased unit on the beginning date stated above. **Not moving in and forfeiture of Security Deposit does not release lessee from terms or monetary obligations of the lease.** Upon move-in, the Holding Deposit is then deemed a refundable Security Deposit which will be held in Joiner Management Trust Account with Cadence Bank, Athens, Georgia. Lessor may, at his/her option, deposit the Security Deposit in an interest-bearing account and Lessor may retain all accrued interest on said account to cover administrative costs to maintain said account.

Lessor shall have the right to use the Security Deposit to pay, as fully as possible, the expenses of repairing any damage to the premises or cleaning the premises (including de-fleaing, if applicable). Said Security Deposit does not constitute liquidated damages, and Lessee may be liable for a sum higher or lower than the amount of Security Deposit. **IN NO**

EVENT SHALL LESSEE BE ENTITLED TO APPLY THE SECURITY DEPOSIT TO ANY RENTAL OR LATE FEES DUE HEREUNDER. In the event Lessor shall bring a court action for breach of this Lease, Lessee shall be liable to Lessor for all costs of collections of damages, including all as attorney's fees.

If Holding Deposit is not paid in full upon execution of the lease, the balance will be paid on or before _____, 202___. If Holding Deposit is not paid in full, the Lessor at his/her discretion can null or void the lease and release the unit. **FAILURE TO PAY THE FULL HOLDING DEPOSIT DOES NOT RELEASE THE LESSEE FROM OBLIGATION OF SIGNED LEASE.**

Such Security Deposit shall be refunded to Lessee within (30) days of termination of this Lease provided that the premises is returned to Lessor in its original condition, normal wear and tear excepted, and there has been no breach of any of the terms of this Lease by Lessee.

SPONSORS

_____ Lessee is not required to have a sponsor
_____ **Lessee is required to have a sponsor.**

Sponsor Forms must be submitted on or before _____, 202___. Failure to complete and submit signed sponsor forms does not release the Lessee from obligations of the signed lease. Management retains the right to withhold keys and access to the unit if all sponsor forms are not submitted.

SPECIAL STIPULATIONS

PET POLICY*

_____ **PET FEE**-- Pets may be permitted on the premises **only with written permission of the Lessor (Pet Addendum)**, and such permission may be withdrawn at any time if the animal(s) become a nuisance. Nuisance shall be in the sole and exclusive reasonable judgment of Lessor. An additional a non-refundable fee of \$150.00 per pet will be required. **Lessor requires a Pet Addendum to be signed by all lessees and attached to this lease.** No additional pets can be added after lease is signed. Any additional expenses incurred as a result of damages done by pet may be withheld from Security Deposit. If said pet becomes a nuisance, Lessee agrees to remove such pet from the premises if requested to do so by Lessor.

_____ **X Tenant will not have a pet in the unit. By initialing here; you are giving up the right to have a pet through the term of your lease and any subsequent renewals.** If a pet is found on the property, Lessee will be fined **\$250.00** and Tenant shall have such pet removed from the property within seven (7) days of receipt of notice to remove all pets or Dispossession action shall be taken.

***No dogs allowed in upstairs units or 1Bedroom units in the L-Building or Patriot Park
No Pets Allowed at Tanyard Condominium's**

Tenant(s) must receive Managements permission before getting or adding a pet and adhere to the Pet Policy.

UTILITIES

Lessor shall provide the following utilities only: Trash Pickup Yard Maintenance Pest Control

Lessee acknowledges responsibility for establishment of the following utility services: _____
Electricity Water (GAS Tanyard 1-12) Telephone (optional) Cable (optional)

Power and Water shall be turned on as of the first day of the lease and shall remain on during the entire term of the lease. This means that upon termination of this lease, lessee shall have utilities disconnected no sooner than the last day of the lease term. If at any time during the term of the lease lessee shall have any of the utilities disconnected, Lessor may at Lessor's option have the disconnected utility or utilities reconnected and lessee shall be responsible for reimbursing Lessor for such costs. A \$25 administration fee will be charged each month utilities are not in tenant(s) name for the duration of the lease term.

REPAIRS, FIXTURES, AND IMPROVEMENTS

Lessee accepts apartment in "as is" condition as suited for the use intended. Lessor makes no promise or guarantee with respect to replacement of any floor coverings (i.e. carpet, vinyl, wood surface). Lessee understands and agrees that the premises, equipment, and fixtures will be under the control of the Lessee and agrees to keep said premises, together with the fixtures therein, in clean and sanitary condition. **Lessee is responsible for replacing light bulbs. Changing furnace and/or air conditioning filters on a monthly basis and agrees to replace smoke detector batteries to ensure continuous operation of same.** Lessor will make necessary repairs to premises with reasonable promptness after receipt of **written notice** from Lessee. All requests **Must** be submitted through tenant portal to ensure we have written record of your request, once request is submitted; permission is granted for Landlord or agent to enter premises. Only report items once.

It is Lessee's responsibility to immediately report to Lessor any plumbing leaks, running toilets, electrical or appliance malfunctions. Lessor shall not be responsible for high utility bills for more than four (4) days of a billing cycle based on the unit's average utility usage for the same seasonal billing period and only if such high bill is determined to be the direct result of the malfunction of an apparatus or appliance installed and maintained by Lessor.

In colder weather when the outdoor temperatures are below 40 degrees Fahrenheit; **Lessee shall take all precautions necessary to prevent plumbing fixtures and pipes from freezing.** Such precautions shall include, but not be limited to, keeping the premises sufficiently warm, dripping faucets, and keeping the thermostat turned on heat and set to a minimum of 55 degrees even when out of town. In warmer weather when the outdoor temperature exceeds 85 degrees Fahrenheit; Lessee shall keep air conditioning turned "on" and set to a reasonable temperature to prevent mildew growth, including when out of town.

Lessee agrees to regularly inspect the unit for water leaks and moisture, potential sources of water or moisture include roof leaks, plumbing leaks, baths, and showers. Leaks may occur around water heaters, toilets, sinks, tubs, and showers. Lessee agrees to reduce moisture, to use air conditioning in a reasonable manner, to keep unit properly ventilated, to use exhaust fan when showering, hang shower curtains INSIDE bathtub, close shower curtain after showering, wipe down floors after any water spillage, wipe down windowsills if moisture is present and use proper housekeeping. Lessee agrees to immediately report any plumbing leaks, running toilets, etc. to Lessor. Lessee shall be responsible for blockage of plumbing where such blockage is caused by introduction of materials not intended for disposal in the plumbing system. If the unit includes a garbage disposal that may cease to function, Lessor may at Lessor's option remove such disposal without providing a replacement.

Should Lessee or Lessee's guests cause any damage (beyond normal wear and tear); Lessee agrees to pay Landlord the cost of necessary repairs with the next rental payment. Lessee may not remodel or structurally change the apartment nor remove any fixture there from. Normal wear and tear shall not include scratches, smudges, holes and any other condition caused by Lessee which in the sole exclusive reasonable judgment of Lessor would require painting at the time of tenants rendering possession to Lessor.

Lessee shall make no changes to the interior or exterior of the premises nor attach any fixtures thereto without the prior written permission of Lessor. Lessee shall do nothing that would increase or cause to cancel the Fire Insurance Policy on the premises.

Lessee shall replace all damaged and missing doors, windowpanes and/or screens during the tenancy or upon vacancy or termination of the lease. Lessor shall provide one (1) telephone line/cable outlet to unit in proper working order. Should Lessee add any additional separate phone lines, it is Lessee's responsibility to return all lines to one line before move-out. Any such alterations to telephone lines that are not reversed upon move-out will be chargeable to Lessee. It is Lessee's responsibility for telephone/cable wiring maintenance expenses and it is recommended that Lessee include "inside wiring maintenance coverage" when establishing phone & cable service. Lessee shall be responsible for payment of any repair expenses caused by Lessee's negligence or abuse.

Pursuant to State and Local Fire Codes, Lessee shall not use, store or allow to be used or stored any type of cooking grill, charcoal or liquefied petroleum gas or liquid fueled burners of any kind within ten (10) feet of any structure on the premises. This provision shall serve as notice by Lessor. Lessee(s) assume all liability and responsibility for any and all fines which may be imposed by any City or State authority should Lessee(s)

be found in violation of such statutes or ordinances. NO LESSEE SHALL HAVE A CHARCOAL OR LIQUEFIED PETROLEUM GAS GRILL ON THE PREMISES.

USE OF PREMISES

Premises shall be used for private residential use only. Not more than 2 person(s) are to reside within the premises at any time: any change in family status must be reported and approved by management. **The only residents of the unit shall be the Lessee(s) signed on this Agreement.** Lessee agrees not to use or permit the use of the premises for any unlawful purpose nor to create or suffer any nuisances in the premises affecting the rights of others, and agrees to comply with all laws, ordinances, rules, regulations and directions of governmental authorities. Nuisance, for purpose of this Agreement shall be in the sole and exclusive reasonable judgment of Lessor. Lessee must abide by all local government ordinances governing the occupancy of unrelated tenants in single family zoned locations. **Joiner Management does not get involved with roommate disputes.**

PROPERTY LOSS

Lessor shall not be liable for damage to resident's personal property of any type for any reason. Lessee shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to Lessee's personal property. Lessee agrees to be responsible for his/her personal property and shall hold Lessor harmless for any damage thereto. **Lessor strongly recommends that lessee obtain Renters Insurance.**

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease nor sublet the premises or any part thereof, nor shall any other person occupy the premises. Once this lease is signed by Lessor & Lessee(s) the tenant can terminate occupancy by providing written notice to owner and fully vacating the premises, **provided that in all cases tenant will remain fully responsible for the Total Rent that would have accrued under this Lease, through the end of the full original term.** No exception can be made for financial hardship, loss of job, academic changes, school withdrawal or transfer, business transfer, family matters, medical issues, roommate conflict or any other reason except Tenant (including tenant's spouse) who is called to active duty in the military during the term of this lease, received permanent change of station orders or temporary duty orders for a period in excess of three months to move at least 35 miles away from residence. Tenant shall present the Agent the official orders, tenant shall have the right to end this lease early by giving a 30 day written notice to Agent, paying all rent due, and providing a copy of the official military orders or written verification signed by the service member's commanding officer or by providing base housing orders.

DEFAULT, HOLDING OVER, AND ABANDONMENT

Should Lessee abandon this Lease at any time prior to the termination date cited above, the full Security Deposit shall be forfeited. In addition, all unpaid rents through the expiration of this lease will be due and payable at the time Lessee vacates the premises. Lessor may take all legal steps necessary to collect these unpaid funds. **Any Failure of Lessee to comply with the terms and conditions of this Lease shall constitute default on the part of the Lessee and the Lessor shall be entitled to immediate possession of the premises.** Lessor's retaking of the premises shall not be considered an election and Lessor may pursue any course of action for damages. In the event suit shall be brought or collection activity instituted for a violation of or to enforce the provisions of this Lease and/or collect a debt, Lessee agrees to pay all costs of such action, including all attorneys' fees and all costs associated with any collection activity. **If a tenant attempts to hold over they will be subject to prosecution for trespassing.**

RENEWAL TERM

Nothing herein shall give the Lessee the right to renew this Agreement. Renewal Option Deadline is December 1, 202 . A renewal lease must be signed by Lessee no later than December 1, 202 or Lessee forfeits any option to renew. In the event Lessee does not renew this Lease upon the date cited above, Lessee shall vacate the premises on or before 12:00 noon on the lease ending date set out in the first paragraph of this Lease.

RIGHT OF ACCESS

Lessor shall have the right of access to premises, **without notice**, for inspection, maintenance & interior pest control spraying during reasonable hours, and Lessee agrees not to withhold access to the premises unreasonably. In case of emergency, Lessor may enter at any time to protect life and/or prevent damage to the property. In any event, Lessor shall

have the right to display a FOR RENT or FOR SALE sign, with appropriate information thereon, on the premises. **Lessor shall have the right of access to the premises for the purpose of showing the unit to prospective tenants upon making a diligent attempt to notify Lessee one day prior to such appointment.**

USE OF LOT

Lessee shall keep the lot and area in proximity of the unit entrances in clean and neat condition and shall not put or allow any trash to be put thereon, nor cultivate plants, nor cut any trees without written permission of Lessor. If Lessee fails to properly maintain the yard and surrounding grounds in the immediate proximity of Lessee's unit, Lessor will contract for such service at a cost to Lessee of the cost of such maintenance plus a fee of \$25.00 for each time service is provided.

DESTRUCTION OF PREMISES

If the premises are rendered untenable for a period in excess of seven days, for any reason beyond the control of either party, the Lease shall terminate as of the date of such destruction or damage, and rent shall be prorated as of that date. Lessor shall have the right to determine tenability. Should Lessor make a determination of temporary untenability (i.e. due to loss of heat, power or water), Lessor may, at Lessor's sole option, approve a prorated per day credit for rent paid; however, Lessor assumes no obligation for reimbursement to Lessee of other accommodations or hotel/motel expenses. **Lessee may not withhold rent for any such expenses without the written consent of Lessor.**

ISSUANCE OF KEYS AND PENALTIES

There shall be **one key issued per tenant** upon the above-referred date the Lease becomes effective. At the termination of the lease each Lessee or Lessee(s) shall return to the Lessor **ALL KEYS** including the original key and all copies made by the Lessee(s). Failure to return all keys will result in a Twenty-Five (\$25.00) Dollar penalty and cost of locksmith. **Lost key policy:** In the event that the Lessee loses a key, the unit **must** be re-keyed at the Lessee's expense and be done by Lessor. Replacement of keys or re-keying after business hours will be at the Lessee's expense at a charge of \$50.00 and locksmith charges. In the event of an emergency outside normal business hours, should Lessee effect any lock alteration or key change, Lessee shall deliver new key(s) to Joiner Management no later than the close of the first business day following such alteration or change.

ACCELERATION CLAUSE

In the event Lessee(s) should breach any of the terms of this Agreement, Lessor, in addition to the other rights contained herein shall have the right to accelerate all remaining rents which shall come due hereunder until the expiration date hereon. This includes, but is not limited to, Abandonment, Eviction, lease violations, etc. Lessor may take all legal steps necessary to collect these unpaid funds. Furthermore, there will be 1.5% interest charged monthly on any balances owed on lease.

JURISDICTION

In the event Lessor shall be required to file any action against one or more Lessee herein as a result of Lessee(s)' breach hereof, Lessee(s) herein each consent to jurisdiction and venue in Athens, Clarke County, Georgia.

AGENCY DISCLOSURE

JOINER MANAGEMENT acts as Agents for the Owner in the Lease and is to be paid a commission by the Owner. JOINER MANAGEMENT has not acted as Agent in this Lease for the Lessee.

INDEMNIFICATION

Lessee releases Lessor from liability for and agrees to indemnify Lessor against all losses incurred by the Lessee as a result of:

- (A) Lessee's failure to fulfill any condition of this Agreement;
- (B) Any damage or injury happening in or about the apartment or premises to Lessees, invitees, or licensees, or such person's property;
- (C) Lessee's failure to comply with any requirements imposed by any governmental authority; and
- (D) Any judgment, lien, or other encumbrance filed against premises as a result of Lessee's actions.

SAVINGS CLAUSE

If any provision of this Lease is determined to be in conflict with applicable Laws or Regulations rendering said provision unenforceable, all other provisions of this lease shall remain in full force and effect without such unenforceable provision and

EXHIBIT "F"

UNIQUE ITEMS TO REMEMBER ABOUT YOUR UNIT

1. Filters: Your filter is located in the panel and the size: _____
Check filter size on actual Filter before purchasing
2. Your fire extinguisher is located in Kitchen.
3. You have a Battery-operated smoke detector, if it chirps you need to remove it from the wall, replace the battery and place it back up on the wall.
4. Your mailbox locations: _____
5. Tanyard Residents: Your complex is close to campus, this is convenient for you but also means on football weekends parking issues may arise. We do our best to make sure each resident has a space, however we cannot control the thousands of people coming into Athens from out of town.
6. Tanyard & Patriot Tenant(s) understand that if Unit has a vent hood microwave that stops working and cannot be repaired it will be replaced with a regular vent hood. No microwave will be provided. Your Unit may or may not have a microwave. If it does not have a microwave Joiner Management DOES NOT provide a microwave. Arbor Creek units do not have a microwave.

EXHIBIT "G"
LEASE SECTION CHECK OFF

Lessee(s) need to ***initial EACH line.***

Lessee (1) understand the following:

- ___ 1. What a joint lease is and that if an eviction is filed it is filed against all tenants and guarantors on the lease whether my roommate pays or not.
- ___ 2. This is a legal contract and I am bound to the terms and conditions here in. That each individual/guarantor on the lease is responsible for the full amount of rent each month for the entire term of the lease.
- ___ 3. That all rent will still be due under the entire terms of the lease even if I do not take possession, or I am evicted or abandon the said unit.
- ___ 4. When a check is returned for non-payment there will be a service charge of \$35.00 plus applicable late fees because rent is past due. If Joiner Management receives two (2) checks back from the bank for non-payment, Joiner Management will no longer accept checks. I will need to pay by Money Order or Bank cashier's check.
- ___ 5. If I do not turn in my move in inspection form within two (2) weeks of my move in date, Joiner Management will assume the apartment was in perfect condition and I will assume responsibility for all damages.
- ___ 6. I am responsible for getting all Parental Guarantees in to Joiner Management. It is my responsibility to make sure my roommates get their parental guarantees in. Lease is joint and several. It will not be Joiner Management's responsibility to chase down Parental Guarantees that are not turned in. Tenants that turn in Parental Guarantees will be responsible for those in the unit that do not.
- ___ 7. Not Turning in a Guarantor form that was requested **DOES NOT** let me out of any lease obligations, and Joiner Management can withhold keys if they so choose; but rent will still be due under the terms of the lease.
- ___ 8. I am responsible for all plumbing problems due to my negligence i.e. Toilets backing up, sinks that are clogged do to what has been "put" down the drains. This is also to include taking care of any carpet damage associated with the problem. This means purchase a proper plunger. **Joiner Management is not responsible for clogged drains due to tenants fault or causing.**
- ___ 9. I am responsible for maintaining/cleaning the unit regularly e.g., mopping & vacuuming floors, cleaning kitchens/bathrooms including toilets.
- ___ 10. Joiner Management changes filters once a year and it is my responsibility to check and change it monthly. **If my Heating and Air stops working due to a clogged filter, I will be responsible for the charges incurred.**
- ___ 11. I will not alter the interior or exterior of my unit without written permission from Joiner Management. This includes, but not limited to, painting, wallpaper, and key locking doorknobs on interior doors...
- ___ 12. Each apartment is set up for one phone line. If alterations are made, I am responsible for having the phone lines put back to the original single wiring plan upon move out. If this is not done, I will be responsible for the charges incurred in putting the phone lines back to the original single wiring plan. **I also understand I need to have an inside wiring maintenance plan for my phone lines, because Joiner Management is not responsible for phone lines.**
- ___ 13. Joiner Management does not guarantee parking spaces. You may not be able to park right in front of your unit.
- ___ 14. I must have written permission from Joiner Management for the installation of and placement of any satellite dish system. Upon move out, I, at my expense, must remove all such systems, **including** any additional wires that were installed and repair any holes, etc.
- ___ 15. **MY LEASE DOES NOT BEGIN UNTIL NOON. THEREFORE, I CANNOT MOVE IN UNTIL NOON.**
- ___ 16. Joiner Management reserves the right to remove tenants from a unit after a single lease violation. This is the sole discretion of management.
- ___ 17. **No verbal agreement shall supersede anything in this lease agreement.** Lease prevails in all situations. Any changes must be in writing and introduced as an addendum to this lease.
- ___ 18. **No Grills, charcoal or gas, are allowed. Only Electric grills will be allowed.**
- ___ 19. Joiner Management does not allow subleasing. If I move out before the end of the lease, I am still responsible for the full amount of rent. **JOINER MANAGEMENT DOES NOT GET INVOLVED WITH ROOMMATE DISPUTES.**
- ___ 20. That all Utilities are set up in my name to begin on my lease start date. I will contact utility companies at least three weeks prior or sooner.
- ___ 21. If repairs are not reported to Joiner Management, I will be responsible for all bills incurred. (i.e. water bills due to drips or a running toilet, electric charges due to A/C or water heater problems, etc.). All maintenance requests must be submitted through tenant portal.
- ___ 22. **Tenant(s) must receive Managements permission before getting or adding a pet and adhere to the Pet Policy.**
- ___ 23. The total rent of the lease term is allocated into 12 equal installments and my occupancy may be less than 365 days.
- ___ 24. **An agent from Joiner Management has explained or emailed the lease to me and I understand what I am signing.**

12/20/2020