

This is a sample lease only. Details may change depending on property you're leasing. Please contact Joiner Management with specific concerns.

JOINER MANAGEMENT SAMPLE LEASE

1.1 RESIDENCY & FINANCIALS

THIS AGREEMENT made and entered into on _____ between _____ (hereinafter called "LESSEE" and or "TENANT") and Joiner Management; (hereinafter called "LESSOR" and or "Management"). 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 _____ Athens, GA _____ in the County of Clarke, for the term **beginning 12:00 NOON on August 1, 2023, and ending at 12:00 NOON on July 19, 2024. 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 monthly 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 are 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. Lessee will submit payment online through your tenant portal (Free if using Bank Routing #, and your Account #. Lessee(s) 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.

Lessee(s) understand this is a Joint and Several Lease (meaning each tenant is responsible for the full amount of the entire rent obligation). Lessee(s) have one account=one lease; our relationship is with you as a Group, if or how you and your roommate divide payments is up to you, as a courtesy we allow you to make separate payments.

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, text, email and/or phone will be given. If rent payments are not received by the 10th day of the month Dispossession action will be taken.

Any and all costs associated with dispossession 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 through their tenant portal. 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 payment. Lessor may accept any partial payment 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 payment shall be considered non-payment of rent and Lessee agrees to pay to Lessor a fee of \$35.00 for each payment so dishonored plus appropriate late fees.** All future rent shall be paid by money order or bank cashier's check, 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.

1.2 HOLDING DEPOSIT/SECURITY DEPOSIT & GUARANTOR

HOLDING/SECURITY DEPOSIT--Lessee shall pay to Lessor, upon execution of this lease, a nonrefundable Holding Deposit of \$ _____ 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 Holding 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 Security Deposit 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 defleaing, 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 creation date, the balance must be paid within 24 hours. 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.

GUARANTOR/SPONSORS

- Lessee(s) is not required to have a sponsor
- Lessee(s) is required to have a sponsor.

Notarized Sponsor Forms must be submitted on or within ten business days of lease signing date. 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.

1.3 UTILITIES

Lessee acknowledges responsibility for establishment of the following utility services:

- **Electricity**
- **Water**
- Telephone/Cable/Internet (optional)
- Gas (Tanyard Units 1-12 Only)

Lessor shall provide the following utilities only.

Trash Pickup Pest Control Yard Maintenance

Power and Water shall be turned on no later than 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. A \$25 administrative fee will be charged every month utilities are not in tenant(s) name for the duration 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.

1.4 USE OF PREMISES

Premises shall be used for private residential use only. Not more than **2** persons 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.** No one else may occupy the apartment. Persons not listed above

must not stay in the apartment for more than **7** consecutive days without our prior written consent, and no more than twice that many days in any one month. 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.

Lessee shall not use the apartment or any portion of apartment community grounds, nor permit either to be used for any disorderly, disruptive, abusive, or unlawful purpose in any manner so as to interfere with other Lessee's quiet enjoyment of their apartments. A violation of this paragraph shall be material breach of this rental Agreement and constitute a ground for terminating the rental Agreement and lessee's right of possession of the apartment. Lessee shall be responsible for and liable for the conduct of their family, roommate, other occupants of the apartment, guests, and invitees.

The sale, manufacture, distribution, or possession of any illegal drugs in the apartment community is prohibited. Lessee must maintain the apartment in a clean and sanitary condition and must not allow any damages exceeding normal wear and tear or infestation of vermin, insects, rodents, or other pests. Noxious or offensive smells are not permitted, and tenant shall be liable for damages exceeding normal wear and tear for the repair or replacement of any carpet, flooring, ceiling, or walls that are permeated with noxious or offensive odors. Lessee shall not place in any trash receptacle nor keep or dispose of any material which is environmentally hazardous. Lessee, their occupants, and guests, shall act and communicate in a lawful, courteous, and reasonable manner. Any form of verbally or physically abusive, intimidating, or aggressive behavior directed at management, or any other person is prohibited. Violation of this provision is a material breach of this lease and constitutes a ground for terminating lessee's lease or right of possession, and lessee will be and remain liable for any rent due. **Joiner Management does not get involved with roommate disputes.**

1.5 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.**

1.6 ISSUANCE OF KEYS & 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 shall return to the Lessor **ALL KEYS** including the original key and all copies made by the Lessee. Failure to return all keys will result in a Twenty-Five (\$25.00) Dollar penalty and cost of locksmith. You are prohibited from adding, changing or in any way altering locks installed on the doors of the apartment without written permission from Management. **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. Management must always have access to every apartment home at all times.

1.7 SPECIAL STIPULATION _____

2.1 POLICIES AND PROCEDURES

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 non-refundable Pet Fee of minimum of \$_____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.

Tenant will not have a pet in the unit. By initialing at the bottom for the policies & procedures section you are giving up the right to have a pet through the term of your lease and any subsequent renewals (unless Management approves and an addendum has been signed). 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 Dispossessory action shall be taken.

Dogs not allowed in upstairs units or in the L building 1Bedroom units. Tenant(s) must receive Managements permission before getting or adding a pet/animal and adhere to the Pet Policy. Dogs not allowed at Patriot Park. Pets not allowed at Tanyard.

2.2 ASSIGNMENT & 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 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.

LEASE CHANGE FEE: any roommate change, additions or removals require all parties to agree and sign off on any changes. Any amendment requires a minimum of a \$100 amendment fee to be paid to Joiner Management for administrative costs. In addition, any new lease holders must be processed and approved paying all applicable application and processing fees as required at the time of initiating the change. This does not apply to a total Re-Lease.

2.3 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.**

2.4 RENEWAL TERM

Nothing herein shall give the Lessee the right to renew this Agreement. Renewal Option Deadline is December 15, 2023. A renewal lease must be signed by Lessee no later than December 15, 2023, 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.

2.5 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.**

2.6 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.**

2.7 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.

3 Responsibilities

3.1 CONDITION, FIXTURES, REPAIRS & 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.

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 include, but shall 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.

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. Lessee should be signed up with Water Smart through ACC Water.

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. Do not flush kitty litter, paper towels, cleaning/make up/feminine/baby wipes, grease/oil or food. Only your waste and toilet paper tissue should be flushed. 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.

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 plastic shower curtain 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 clean, dust, mop, and vacuum the unit on a regular basis and to remove visible moisture accumulation on windows, walls floors, ceilings, and other surfaces as soon as reasonably possible. **CLEANLINESS** Tenant is responsible for cleaning all areas of the premises, including but not limited to, the living room, dining area, kitchen, hallways, laundry room, bedrooms, closets, bathrooms, and outdoor walkways. To prevent the infestation of rodents and insects, tenants must remove any collected trash and food waste from the premises at least once a week. Carpets and rugs must be vacuumed at the least monthly. Hardwood floors and/or tiles must be swept and mopped at least monthly. Bathrooms must be cleaned regularly, and as frequently as needed, to prevent the formation of mold and mildew. If the tenant does not clean adequately and regularly, the tenant will be liable for cleaning charges. The landlord reserves the right to hire a recurring professional cleaning service if the tenants are not keeping the premises clean and sanitary. This expense will be the responsibility of the tenant. Continued failure to abide by this clause may result in the eviction of the tenant. All tenants must keep their apartment in clean, sanitary, and free of any accumulation of debris, filth, rubbish, boxes, and garbage and to dispose of the same in a proper manner.

Lessee agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts in the Unit. Lessee also agrees to immediately report to the management office in writing: (i) any evidence of a water leak or excessive moisture in the Unit; (ii) any evidence of mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air conditioning system in the unit; and (iv) any inoperable doors or windows. Lessee further agrees that lessee shall be responsible for damage to the Unit and Lessee's property as well as injury to Lessee and Occupants resulting from Lessee's failure to comply with the terms of this lease.

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.

3.2 PURSUANT TO STATE AND LOCAL FIRE CODES

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.

4 CLAUSES AND EXHIBITS

4.1 ACCELERATION CLAUSE

In the event Lessee 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.

4.2 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.

4.3 AGENCY DISCLOSURE

JOINER MANAGEMENT acts as Agents for the Owner in the Lease and is to be paid a commission by the Owner.

4.4 INDEMNIFICATION

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

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

4.5 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 to this end, provisions of this Lease are severable.

4.6 SPECIAL STIPULATIONS

The following are special stipulations agreed upon between the parties, attached hereto and incorporated by reference:

- See Rules and Regulations outlined in EXHIBIT "A".
- See Security Deposit Policy and Cleaning Requirements for Move-Outs outlined in EXHIBIT "B"
- See Unique Items to Remember outlined in EXHIBIT "F"
- See Lease section check off in EXHIBIT "G"
- See Move in/out Inspection form EXHIBIT "H" receive at move in

TIME IS OF THE ESSENCE

4.7 EXHIBIT "A"

RULES AND REGULATIONS FOR LEASE

(1) **Rent is due and payable on the first day of each month. Tenant(s) must sign up for their tenant portal.**

(2) All yards, decks, patios, hallways, passages, driveways, etc., shall not be congested or used for storage by Lessee. No interior furniture shall be allowed to be stored permanently or temporarily on the exterior of the premises. No towels, articles of clothing, bottles, beer kegs, mops, trash cans, laundry, car seats, etc., will be permitted to be stored or hung over the patios or balconies of the dwelling, temporarily or permanently. No signs should be hung in or on windows.

(3) Security Deposit will not be returned until the apartment is cleaned and vacated. **Security Deposit is not to be considered as last month's rent and is subject to forfeiture pursuant to lease provisions.**

(4) The Lessor acknowledges the right of Lessee to entertain friends, but requires the following: No illegal activity, noisy or disorderly conduct, annoying or disturbing to other occupants of the building or apartment community, shall be permitted. Outdoor social gatherings/parties will end or be moved indoors no later than 10 p.m. and shall abide by local noise ordinances. A determination as to what activity may constitute a violation of this provision shall be at the sole discretion of Lessor. **Lessee is responsible for all activities of their guests.** The following shall apply to complaints concerning a Tenant's violation of this rule.

Tenant understands that Lessor may at their discretion proceed with the eviction process after any violation.

- **FIRST:** A written warning will be issued to the Tenant, specifying the complaint was filed.
- **SECOND:** Upon a second complaint, a **\$50.00** fine will be assessed against Tenant and the Guarantor will be notified.
- **THIRD:** Upon a third complaint, which is not refuted, a fine of **\$100.00** will be assessed and Lessor may, at his discretion, declare the lease to be in default.
- In order for a Tenant to refute a complaint, it is understood that the burden of proof is upon the Tenant.
- **Any violation of lease could be considered default and Guarantors will be notified.**

(5) Tenant should use only approved nail-type hangers to hang pictures on walls. Do not use glue or stick-on tape. Do not hang anything on the doors. Tenants should also use caution when cleaning if using bleach, fingernail polish remover, acne medicine and plant food. Such substances will bleach carpet.

(6) All garbage or refuse must be carefully wrapped or in bags and placed in appropriate containers located on the premises or properly placed for pick up by private or municipal garbage services.

(7) All glass, locks, screens, and trimmings in or upon doors and windows belonging to the building shall be kept whole and in place. No physical change may be made to the exterior or interior of the dwelling. Repairs or replacement because of removal, breakage, or damage to any of the above shall be charged in full to the Lessee.

(8) Lessee is responsible for promptly reporting all damages done to the premises to JOINER MANAGEMENT within 8 hours of such damages. **If damage is the result of criminal activities, Tenant is responsible for bringing in a copy of the Police Report.**

(9) Lessee shall be responsible for all costs relating to repairs that may become necessary to his dwelling and dwellings around Lessee's which may be caused by damage to premises from overflow from drains or plumbing clogs due to the abuse or neglect of persons in the premises. **NOTE: LOW VOLUME TOILETS ARE NOT DESIGNED TO ACCOMMODATE ANYTHING OTHER THAN BODY WASTE OR SMALL AMOUNTS OF TOILET TISSUE.** Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. **Sweepings, rubbish, rags, ashes, kitty litter, paper towels, cleaning/make-up/feminine/baby wipes, grease/oil, food, or other foreign substances shall not be thrown herein; regardless of what packaging/manufacture states.** or **other foreign substances shall not be thrown herein.** Any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by Lessee.

(10) Lessee shall be responsible for reporting any change in family size or composition change in any occupant of the dwelling to the Lessor. Failure to do so will be considered a breach of the Lease. All Lessees signing this lease are jointly and severally responsible for payment of the total amount of all rents due. **Number of Tenants per apartment cannot exceed the number of bedrooms in the apartment.**

(11) **Pets are not allowed** (not even visiting pets) unless a Pet Addendum has been signed by both Lessor & Lessee. If there is no Pet Addendum signed & you are found with a pet on the premises, you will be charged a fine of \$250.00.

(12) Waterbeds will only be allowed by special permission by the Lessor.

(13) At no time will motor vehicles be parked on lawns, grass, fire lanes, double parking, and yellow or red curb areas. Vehicles shall be parked in designated spaces and facing in the proper direction. No type of non-operative,

unregistered vehicle or vehicle with expired tag will be permitted on premises. **Management will remove any vehicle in violation of this paragraph without notice at the expense of the resident owning the same.** No repairing or washing of vehicles will be permitted on the premises. Although ample parking space is provided for tenants this space may prove inadequate at certain times, such as when Tenants may be entertaining or on football or other sports or college activities. Lessor will not guarantee parking spaces.

I have read the above Rules and Regulations and understand them. I agree to abide by all above rules and regulations and understand that failure to adhere to these rules and regulations will constitute a breach of my Lease Agreement and will entitle Lessor to terminate said Lease Agreement.

4.8 EXHIBIT "B"

SECURITY DEPOSIT POLICY & CLEANING REQUIREMENTS FOR MOVE-OUTS

This outline explains how management will handle move-out inspections and security deposits. Refund of the security deposit is subject to the following provisions:

Move-In Inspection forms must be completed and returned to Joiner Management within two weeks of the move-in date. A comparison will be made between items listed on this form and the condition of the unit upon move-out and appropriate charges for cleaning and/or repairs will be deducted from Security Deposit.

GENERAL CLEANING

1. No holes or scratches on walls other than those made by approved picture hangers. All nails must be removed. Large nail holes must be spackled.
2. Ceiling fans, light fixtures and globes must be cleaned. Replace any burned out light bulbs and replace any missing or broken outlet or cable covers.
3. All trash must be removed and placed in proper containers.
4. **All carpets must be professionally steam cleaned. Receipt must be provided at move out. (you cannot rent steam cleaner) Damage to rugs is the responsibility of Lessee. Tile/Vinyl floors must be vacuumed/swept/mopped.**
5. Balconies, patios and garages must be free of all debris and swept.
6. Door and window tracks must be cleaned. All cobwebs removed from walls, ceilings and corners. Clean all mini blinds; **Damage to mini blinds is the responsibility of Lessee.**
7. All windows must be closed and locked with screens in place and keys ready to be returned to Joiner Management at the scheduled move out time.
8. All utilities should be paid up to date and taken out of tenant(s) name as of the lease expiration date.
9. A New address is to be left with Joiner Management for the purpose of mailing tenants security deposit refund. **Joiner Management is NOT responsible for forwarding any mail. FORMS CAN BE AQUIRED AT ANY POST OFFICE TO FORWARD MAIL.**
10. The full term of the lease is to be expired and all unpaid late charges, repair charges and any delinquent rents must be paid prior to issuance of security deposit refund.

KITCHEN

1. Defrost freezer and clean refrigerator, shelves, crisper, under foot guard, which comes off, and clean floor under refrigerator. **To avoid damage to refrigerator, leave plugged in and on at lowest setting.**
2. Clean exterior and interior of all cupboards, doors, counters, sink, tile, fan and faucet fixtures clean. Wipe out dishwasher.
3. Clean stove under burners, knobs, oven (use oven cleaner inside oven). Clean vent hood and Filter. **All Drip pans cleaned or replaced.**
4. Clean floor. Floors must be vacuumed/swept/mopped. Clean Baseboards.
5. Clean washer and dryer; wipe down inside and out. Clean lint trap.

LIVING ROOM / DINING ROOM / BEDROOMS

1. Clean baseboards; clean finger marks off walls, doors and outlet covers.
2. Remove drapery rods/spackle holes and sand. Wipe mini blinds.
3. Windowsills must be cleaned, window interiors washed, and screens left in good condition.
4. Leave no marks on walls from stick-on type picture hangers, tape or other fixatives.
5. Floors and Closets vacuumed, and all clothes hangers removed. Closet mirrors cleaned.

BATHROOMS

1. Toilet, tank, seat and base thoroughly cleaned.
2. Clean chrome/wooden fixtures throughout and clean fan fixture.
3. Cabinets interior and exterior wiped out and cleaned. Mirrors Cleaned.
4. Tile/Vinyl floor vacuumed/swept/mopped. Clean baseboards around floor should be wiped off.
5. Clean shower stall(s), sinks, bathtub(s), and tiled walls.

If any or all of the above listed conditions are not met, a portion or all of the security deposit may be forfeited. A MINIMUM of \$100.00 could be withheld from the Security Deposit for GENERAL cleaning purposes, if necessary (this is a minimum, this charge can be more). **Security deposits are refunded equally only to the tenants who originally paid the deposits and mailed to the forwarding address you provide Joiner Management.**

I have read the above Move-Out Requirements and understand them. I agree to abide by any and all of the above and understand that failure to adhere to these requirements shall constitute a reduction in the refund of Security Deposit. Said charges will be used for proper cleaning of the premises.

4.9 EXHIBIT "F" UNIQUE ITEMS TO REMEMBER ABOUT YOUR UNIT

CHECK FILTER SIZE IN UNIT BEFORE PURCHASING

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 or washer & dryer location
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.

4.10 EXHIBIT "G" LEASE SECTION CHECK-OFF

Lessee (I) 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 payment 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) payments back from the bank for non-payment, Joiner Management will no longer accept online payments. 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. I will purchase a proper plunger. **Joiner Management is not responsible for clogged drains due to tenant's fault or causing.** I will sign up for Water Smart through ACC Water.
9. I am responsible for maintaining/cleaning the unit regularly this includes, but not limited to e.g., mopping & vacuuming floors, cleaning appliances, kitchens/bathrooms including toilets. All tenants(s) must keep their apartment in clean, sanitary, and free of any accumulation of debris, filth, rubbish, boxes, and garbage and to dispose of the same in a proper manner.
10. Joiner Management has installed new filter; 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 any 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/adding any type of pet/animal & adhere to the Pet Policy. No visiting pets allowed.

23. The total rent of the lease term is allocated into 12 equal installments and my occupancy is 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.**

5 SIGN & ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement, terms, policies and procedures, addenda, and general clauses.

PET ADDENDUM

Lessor does hereby grant lessee(s) _____ located at Address _____ permission to have
a: Dog Cat Other Pet Information _____

1. Lessee agrees to pay a nonrefundable pet fee of \$ _____ per pet and a \$ _____ monthly per pet rent charge. These fees will not cover any damage pet causes to the apartment. These fees are assessed only to allow permission to have pet. Lessee agrees to pay nonrefundable pet fee within 24 hours of the lease creation date.
2. Lessee represents that Pet is properly licensed, has all vaccinations and/or will not exceed a weight limit of 50 pounds.
3. Lessee agrees that any damage by the Pet to the premises, including but not limited to carpet/vinyl replacement, walls, miniblinds, doors, cabinets, deodorizing, and de-fleaing, will be the full responsibility of the Lessee and Lessee agrees to pay all costs to repair or replace damaged items. These damages will be deducted from the security deposit and if the damages exceed the security deposit amount, will be payable to Lessor at the time of move out.
4. Lessee acknowledges \$60 will be deducted from their Security Deposit for de-fleaing treatment once they move out. All pet occupied units will be treated upon unit being vacated.
5. Lessee will keep the pet dog/cat on preventative flea treatment.
6. No pets under 12 months old are permitted in the apartment at any time because of the damage they can cause. Lessor reserves the right to require a veterinarian's proof of a pets age.
7. Lessee represents that Pet is spayed/neutered. Lessor reserves the right to require a veterinarian's proof of the spaying/neutering.
8. Lessee represents that Pet is quiet; a domesticated dog, cat, or bird, is not vicious, and has not bitten, attacked, harmed, menaced, been a nuisance to anyone in the past. Lessee agrees to control the noise of pet so to not disturb neighboring tenants' quiet enjoyment of the premises.
9. Lessee shall not allow Pet out of the apartment unless the Pet is on a leash or inside a crate. Lessee shall not tie Pet to any object outside the apartment.
10. Lessee affirms pet is housebroken. Pet shall be walked only in the exterior area(s) so designated by Lessor. Lessee shall not permit Pet in swimming pool areas, laundry rooms, management offices, club rooms, playgrounds, other recreation facilities, and other dwelling units.

11. **Lessee shall immediately remove any feces Pet deposits outside the apartment. Failure to immediately remove Pet feces will result in a \$25.00 fine for each incident.**
12. Lessee will keep floors clean by vacuuming regularly and mopping. If bathing pet, Lessee will clean hair from drain (zip it works well).
13. If Lessor is granting Lessee permission to have a cat, Lessee agrees to abide by the following additional rules:
 - o Your cat must always be kept in the apartment except when you are transporting the cat. Under no circumstances are cats allowed on apartment balconies or in common indoor or outdoor areas.
 - o You MUST keep and maintain a clean cat litter box.
 - o Cat litter must be double bagged in plastic prior to disposal in the garbage. Do NOT dispose of cat litter in toilets even if the litter is marked "flushable". Cat litter can cause clogs in pipes and flooding.
 - o Lessee shall be responsible for all damages caused by violation of these rules.
14. Lessee acknowledges and agrees that Lessor may, at any time and in Lessor's sole and absolute discretion, revoke its consent for Lessee to keep pet. Lessor may revoke consent if Lessor receives complaints from neighbors or other residents about Pet, or if Lessor, in Lessor's sole discretion, determines that Pet has disturbed the rights, comfort, convenience, or safety of neighbors or other residents. Lessee shall immediately and permanently remove Pet from Lessor's property upon Lessor's written notice that consent is revoked.
15. This Pet Agreement is part of (or an Addendum to) the Lease between Lessor and Lessee. If any rule provision of this Pet Agreement is violated, Lessor shall have the right to demand removal of Pet from the community. Any refusal by Lessee to immediately comply with such demand shall be deemed to be a material breach of the Lease, in which event Lessor shall be entitled to all the rights and remedies set forth in the Lease for violations thereof, including but not limited to eviction, damages, and attorney fees.
16. Lessee shall always keep their pet under control. Lessee shall be strictly liable for the entire amount of any wrongful death, or injury to the person or property of others, caused by Pet, and Lessee shall indemnify Lessor for all costs resulting from same, including but not limited to litigation costs and attorney fees.
17. Lessee agrees not to leave the pet unattended for more than 24 hours and provide adequate care for the pet.
18. Lessee agrees to email photo to joinermanagement@charter.net if pet is a dog.
19. This Pet Agreement is specific to the pet listed above. Pets of guests/visitors is prohibited.

I have read the above Pet Addendum and understand the agreement. I agree to abide by all above rules and regulations and understand that failure to adhere to these rules and regulations will constitute a breach of my Lease Agreement and will entitle Lessor to terminate said Lease Agreement.