

# PROPERTY SERVICES OF ATLANTA

## RESIDENTIAL RENTAL AGREEMENT

**Tenant Address:** This agreement (hereinafter called "Lease") is between **Mr. and Mrs. Owner** (hereafter called "Owner"), PROPERTY SERVICES OF ATLANTA (hereafter called "Management") and **Mr. and Mrs. Tenant** (hereinafter called "Resident"). Management leases to Resident and Resident leases from Management Premises known as **1234 Any Street, Any Town, GA 12345**. All that tract or parcel of land lying and being in Land Lot N/A of the N/A District, N/A Section, being more particularly described as Lot N/A, Block N/A, Unit N/A, Phase N/A of the N/A subdivision as per plat recorded in Plat Book N/A, Page N/A, as recorded in the Office of the Clerk of the Superior Court of Any, County, Georgia, which recorded plat is incorporated herein by reference and made a part of this description, (hereinafter called "Premises") under the following conditions:

**Occupants: (a)** All adults intending to occupy Premises are listed above and agree to sign this Lease. Children intending to occupy must be listed on this lease are; N/A.

Resident warrants that the above mentioned persons will be the only occupants except for short-term visitors. Total Number of Adults and children occupying Premises shall not exceed N/A.

**Original Term: (b)** This Lease shall begin at 12 noon **January 1st, 2004** and end at 12- noon the day of **January 1st, 2005** (hereinafter referred to as the "Anniversary Date"). 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 in delay.

### **Automatically Renewable Term Of Lease**

**At the Anniversary Date, and subsequent Anniversary Dates, this Lease shall be automatically renewed, for (up to) four consecutive twelve (12) month periods, unless either party provides the other written notice, at least sixty (60) days prior to an Anniversary Date, of their desire not to renew for another twelve (12) months.**

**Notice:** Verbal notice is insufficient under any circumstances. Written notice must be made by certified or registered mail, return receipt requested, and at least sixty (60) days prior to an Anniversary Date. Termination of a tenancy shall occur on the last day of the month.

**Right to Terminate:** At the Anniversary Date, Either party may terminate this lease, without penalty, on or before any Anniversary Date, with at least sixty (60) day written notice in the form stated above.

**Rent: 1. (a) Amount:** Rent of \$N/A (hereafter the "Current Rent") is payable monthly in advance and is due the first of each month prior to 12 noon or it is considered "late". **(b) Late Charge:** If rent is not in Management's office by **noon on the third**, Resident agrees to pay a late fee of 10% of the Current Rent amount as liquidated damages. Resident agrees to pay an additional **\$100.00 rent** if rent payment has not been paid in full by the tenth of the month.

**Checks sent via the mail are done so at the sender's own risk.** Rents will be considered unpaid until actually received by Management. **(c) Checks:** You are welcome to use checks, unless rent is late or your bank, for any reason refuses any check. If a check is returned, Resident agrees to pay a **\$50.00 charge plus the late charge as described above.** Any future payments must be made in cash, certified check or money order. Management may, upon 15 day written notice, require certified funds for any reason. Should the Resident fail to renew this Lease at the end of the 4<sup>th</sup> Anniversary Date, and this Lease reverts to a Tenancy at Will under Georgia Law, the rent amount shall increase to 125% of the then Current Rent, **(d) Allocation:** All funds received from Resident shall first be applied to outstanding late fees, NSF fees, administration fees, warrant fees, maintenance charge backs and any other fees due Management under this Lease, then rent.

### **Rent Escalation Clause for Renewable Terms** **Rents due for subsequent Automatically Renewable Terms of the Lease.**

The rent shall increase on each Anniversary Date in the amount of five percent (5%) of the then Current Rent (rounded down to the nearest \$5.00) or any other amount as dictated by Management, and the new rent amount shall be known as the Current Rent. Management must give Resident seventy-five (75) day written notice if a rent increase is different than that amount stated above.

**Security Deposit and Administrative Fee 2.** Resident agrees to pay Management \$200.00 as a non-refundable Administration fee, Plus N/A (\$N/A) as a Security Deposit for fulfillment of Resident's obligations under the terms of this Lease. Security Deposit must be paid in certified funds at time of move-in inspection. 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 below: (a) 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 Riverside Bank #3012994.

(b) Management may use, 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 hereunder, or for any sum which Management may expend for actual damages 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 the ordinary wear and tear, or to pay or apply against any other amounts owed by Residents to Management as permitted by law. (c) The application of the Security Deposit by Management shall at all times be at the sole discretion of Management in accordance with the 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. This Security Deposit may not be applied by Resident to rent under any circumstances.

**Damage Inspection: 3.** Resident acknowledges receipt of a comprehensive listing of any existing damages to the Premises, signed by Management which receipt was prior to the tender of the Security Deposit. Resident must sign said list, or sign a written dissent listing damages he claims exists in Premises prior to occupancy. (a) TENANTS ARE ENCOURAGED TO REPORT EVERYTHING ON OR ABOUT THE PROPERTY OR ADJACENT STRUCTURE REQUIRING REPAIR NO MATTER HOW SLIGHT. This will establish the initial condition according to the Resident. Management will not repair any cosmetic or nonfunctional 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". Company Service Request forms are the only way repairs are to be requested. Resident taking possession shall be conclusive evidence that the Premises is accepted "as is" by Resident.

**Damage Inspection after Termination: 4.** 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. Resident shall have the right to inspect Premises within five (5) days after the termination of Resident's occupancy to ascertain the accuracy of the list. Management shall sign the list. Resident must sign said list or sign a written statement listing the items to which he/she dissents. 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, and shall include with such statement any portion to be refunded.

**Inspections: 5.** All Residents are invited to appear for the move-in / move-out inspection. If less than all the Residents appear, all Residents herewith represent to Management that any Resident who appears is authorized to act for and on behalf of all residents in conducting the move-in / move-out inspection. By the signature(s) below, Resident(s) acknowledge that he/she is authorized to conduct the inspection 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.

**Right of Access: 6. (a)** 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. Courtesy calls will be attempted but are not required. Management may enter at any time to protect life and prevent damage to the property. During the last sixty (60) days of Resident's occupancy, Management, 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 lock box between the hours of 9 a.m. and 6 p.m. daily for the purpose of showing the property. Resident agrees to use prudent judgment in securing jewelry and other valuables and agrees to hold Management harmless for any loss thereof. Courtesy calls will be attempted but are not required. Should Resident refuse to allow said entry during these stated times, Resident shall be in default of this Lease and Management 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.

**(b) Locks and Alarm Systems:** Security systems or additional locks are encouraged and may be installed on the Premises upon notice to and written permission from Management. Upon receipt of written permission, which shall not be unreasonable withheld, Resident shall provide duplicate keys (security codes) that open any and all locks (security system) and refuse to provide Management with duplicate keys (system codes), this will constitute Resident's breach of this Lease. Resident will forfeit their Security Deposit and will be responsible for any and all damages proximately caused by refusal to provide access as agreed. Should Resident change locks and refuse to provide management with a key, 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.

**Subletting:** 7. No Subletting. 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.

**Surrender of Premises:** 8. **(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, leave carpeted floors professionally cleaned, clean walls of stains and/or complete or touch up paint if needed and necessary, removal of all trash, garbage, rubbish and personal property from the Premises and yard and returning keys and garage door openers to Management. Whenever Management is entitled to possession of the Premises under the terms of this Lease, Resident shall at once surrender Premises to Management. **(b) At Expiration of the 4<sup>th</sup> Renewal:** If Resident intends to terminate this Lease, or not renew the Lease, Resident must give Management at least sixty (60) days written notice. Notice must be in writing and must be received by Management at least sixty (60) days prior to move-out. If Management intends to terminate this Lease at the end of the 4<sup>th</sup> renewal date, Management must give Resident at least sixty (60) days written notice. If neither party notifies the other of its intent to terminate, the tenancy shall revert to a Tenancy At Will at the end of the 4<sup>th</sup> renewal date and shall continue on the same terms and conditions as this Lease with no definite termination date, except that the amount of the rent shall be as defined in Paragraph #1 of this Lease. Should Resident thereafter desire to voluntarily terminate this tenancy, Resident must give Management at least sixty (60) days written notice; notice must be received by Management to be effective. Should Management thereafter desire to voluntarily terminate this tenancy, Management must give Resident at least sixty (60) days written notice.

**Use:** 9. 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, 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.

**Resident's Property:** 10. 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 negligence. Management recommends that Resident obtain Renter's Insurance with respect to household goods and personal effects as well as liability insurance in any amount satisfactory to Resident at Resident's sole discretion and expense.

**Pest Control & Pets:** 11. **(a) Pests:** At all times during the occupancy of said Premises, Resident shall be responsible for pest control of all kinds, except termites. Resident is encouraged to use licensed pest control contractors to treat for pests. **(b) Pets:** No animals, birds or pets of any kind shall be permitted on Premises without consent of Management, a signed pet agreement, and an additional Security Deposit as is deemed adequate by Management to protect against potential damage caused by pet. Should Resident have pets for any length of time, Resident agrees, at Resident's expense, to rid the property 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 property, whether or not owned by Resident, Management shall assume pet has been there from the date of possession and Resident agrees to pay additional rent of \$75.00 per month per pet beginning the date the Resident took possession. In addition to this rent, undisclosed pets may result in default in the Lease at the sole discretion of Management. Notwithstanding any provision contained in said Pet Exhibit, if Management permits pets, then Resident agrees to have the property treated for ticks and fleas by a professional exterminator upon termination of this Lease (regardless of pet deposit), proof to be provided for return of Security Deposit. This requirement shall not be waived except in writing, signed by Management.

**Indemnification: 12.** 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 negligence of Management.

**No Waiver: 13.** 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.

**Time is of the Essence/Service: 14.** 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:

(a) 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 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. (b) For purposes of compliance with the provisions of O.C.G.A. 44-7-3, Management hereby states that Property Services of Atlanta (David B. Campbell, Broker) whose address is 211 Frasier Street Suite 200, Marietta, GA 30060, is authorized to manage the Premises and to act for and on behalf of the purposes of serving of process and receiving and receipting for demand and notices. Remedies Cumulative: All rights and remedies available to Management by law, including but not limited to those described herein, shall be cumulative and concurrent.

**Mortgagee's Rights: 15.** Resident's rights under this Lease shall at all times be automatically junior and subject to any Deed To Secure Debt 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.

**Default: 16.** (a) If Resident fails to pay rent or any other sum 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, each and any such breach shall constitute a default under this Lease. (b) If such default continues for three (3) calendar days after written notice of default, Management may, at its option, terminate this Lease by written notice to Resident. (c) Management, as Resident's agent may enter upon and take possession of the Premises and re-lease the property at the best rental price obtainable by reasonable effort and for the deficiency, if any, between Resident's rent hereunder and the rental price, so obtainable by Management by any term and for any rent upon such terms as Management deems proper. Resident shall be liable to Management reoccupying. (d) Any action hereunder by Management shall not prejudice any right 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.

**Early Termination: 17.** Provided Resident is not in default hereunder at the time of giving notice, has strictly complied with all of the provision of this Agreement, is current with all fees due Management, and termination is as of the last day of a calendar month, Resident may terminate this lease before the expiration date by: (1) giving Management at least sixty (60) days written notice sent by certified or registered mail, return receipt requested; plus (2) paying all monies due through date of termination; plus (3) paying an amount equal to two (2) month's rent; plus (4) return the Premise in clean and ready to rent condition; plus

(5) paying a \$1,000 administration fee as liquidated damages as the parties agree, the precise amount of advertising costs, length of vacancy and other factors and an 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 proration will be given for percentage of lease term completed by Resident.

**Rules and Regulations: 18. (a) Non-operative vehicles:** are not permitted on Premises. Management may remove any such non-operative vehicle or vehicle parked on grass at the expense of Resident owning same, for storage or public or private sale at Management's option, and Resident owning same shall have no right of recourse against Management thereafter. **(b) Storage:** No goods or materials of any kind or description that are combustible or would increase fire risk shall be placed in Premises. Storage of such combustible materials shall be at the Resident's risk and Management shall not be responsible for any loss or damage. **(c) Housekeeping:** The Resident agrees to maintain the premises in as good a state as he/she finds it, reasonable wear and tear expected. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.** The Resident agrees to keep his/her quarters in a clean and sanitary condition and to keep the yard clean, mowed, and free of rubbish. **(d) Utilities:** Utilities to the Premises including garbage, water and sewer charges, electricity and gas, cable and security system monthly charges shall be the responsibility of Resident from the beginning date until the move-out inspection is completed. Should Resident fail to keep the utilities on through the move-out inspection Resident shall pay the costs related to getting said utilities back on, PLUS a \$250.00 administrative fee. Resident must provide proof of final payment of all utilities, as well as return of all keys to the office of Management prior to Management's refund of any Security Deposit. At all times, selection of utility provider shall be at the sole option of Management.

**Attorney and Collection Costs: 19. (a)** If Management breaches this Lease, Management agrees to pay an amount equal to fifteen percent (15%) of any unpaid rentals or damages as attorney's fees and all costs of collection, if any rent or damages owing under this Agreement is collected by an attorney at law. **(b)** If Resident desires to continue to rent the Premises after being in Default or after being served for eviction or with notice of termination, he/she agrees to reimburse Management for actual costs incurred to enforce collection of rents, for service notices, for filing fees, etc. including costs of collectors, deputies, marshals, police constables, etc. prior to regaining entry or reinstatement of his/her status as Resident.

**Resident Improvements: 20. (a)** Resident may paint, wallpaper, or otherwise change the cosmetics of the Premises as long as Management approves of Resident's selection of materials or quality of workmanship in writing in advance of said changes. In any event, Resident agrees to return Premises to original condition if so requested by Management. **(b)** Resident may remodel and make structural changes only with Management's written permission and approval of material and workmanship. Resident has no authority to incur and debt or make any change 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)** The Resident warrants that any work done on the Premises will be undertaken only by qualified parties under the direct supervision of the Resident who will be fully accountable for assuring but not limited to accidents related to said improvements as well as payment for said improvements, and to hold the 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.

**Homeowner Associations: 21 (a)** The Premises may be located in a community which may maintain amenities such as a clubhouse, golf, tennis, exercise facility, laundry, or similar amenities. With respect to such homeowner's associations and/or amenities, Management make no representations at 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 property. **(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. **(c)** If a homeowner's association exists, the Premises may be subject to various rules for the community. Resident herewith acknowledges that Resident is responsible for obtaining a copy of the homeowner or community association rules, reading them and complying with their terms. The terms of such Rules and regulations are incorporated herein by reference as if fully set forth herein; any breach thereof may constitute a default under paragraph 15 of this Lease.

Should notice be sent to Management or Owner regarding a violation of said rules and regulations, Resident agrees to pay management a \$75.00 administration fee plus any costs assessed by association. 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 fines within 30 days of notice by Management to Resident. Failure to pay said fines may result in a breach of this Lease.

**Signatures / Faxes: 22.** These Premises cannot be leased without the signature of each adult party who will be residing in the Premises. Management and Residents agree that this Lease can be signed by duplicate originals. Faxed signatures are deemed acceptable.

**Agency Disclosure: 23.** Management is a licensed Real Estate Broker and as such is representing the owner in this transaction.

**Authority Over The Lease: 24.** This Lease is between Resident(s) and Management. The owner of the Premises has no authority over this lease. Resident agrees not to communicate with the owner while under this Lease. All parties acknowledge that Property Services of Atlanta is authorized by the owner of the Premises to manage the subject Premises of this Lease. In the event that Management relationship is terminated 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 and regular mail 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 repair; and (4) copy of check turning over Resident's Security Deposit to owner or new manager.

**Buying The Property: 25.** 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 property, Resident agrees to pay their agent personally and not look to the seller for their agents compensation. Should Resident breach this stipulation, and buy the premises around Management, Resident agrees to pay Management for damages, including but not limited to the real estate commissions seller owes Management, collection costs and attorney fees.

**Lease Renewal Fee: 26.** Resident agrees to pay a \$50 Administration Fee at each Anniversary Date for a 12-month extension or renewal, or \$100 for a shorter-term renewal i.e. anything less than 12 months.

**Receipt of Important Documents: 27.** Resident acknowledges they have received the following documents prior executing this Lease: Booklet "Protect Your Family From Lead In Your Home." And Flood Disclosure, Lead Based paint Disclosure.

**Maintenance Charge-backs / Stand-Up Fees: 28.** Should maintenance be done on the Premises which servicing contractor reports was caused by the abuse or misuse of Resident or their invites, Management shall provide the invoice for such repair to Resident and Resident agrees to pay such sum no later than the first of the following month, which sum shall be deemed additional rent. Should Resident fail to pay said sum by the first of the month following receipt of the payment request, Resident may be deemed to be in default of the terms of this Lease. Should an appointment be scheduled with Resident for any purpose and Resident not show up, Resident agrees to pay management 75.00 for the missed appointment.

**Natural Gas Marketer Agency Agreement: 29.** Resident hereby appoints Management It's successor and assigns, as Resident exclusive agent to select a certified Marketer to provide natural gas service to the Resident at the Property. Resident shall provide to Management the account number and name of account holder with the natural gas provider immediately following establishment of the account. Management reserves the right to obtain a copy of a natural gas bill from Resident at Lease commencement and each Anniversary Date thereafter, and at any other time as reasonable necessary, as defined solely by Management.

**Legal Notice Fee: 30.** Should Management be required by this Lease, or the law, to send a legal notice to Resident, Resident agrees to pay a \$35.00 administrative fee.

**Entire Agreement:** 31. This Lease and any written exhibits or addendum constitute the entire agreement between the parties and no oral statement shall be binding.

**Special Stipulations:** 32. The following special stipulations shall control in the event of conflict of the forgoing: See exhibit(s) A (Pet Exhibit) and attached hereto and made a part of this contract by reference.

**PRORATED / MONTHLY RENT  
Due at Move-In**

Prorated rent for 30 days

At \$N/A per day	\$ 0.00
AND	
Rent for full month of <b>January</b>	\$ 0.00
Move-In Special	\$ 0.00
<b>Rental Amount Due</b>	\$ 0.00
Next rent for <b>Feb</b>	\$ 0.00

**SECURITY DEPOSIT**

**Due at Move-In**

Security Deposit	\$ 0.00
Minus Holding Deposit	\$ 0.00
Plus Pet Deposit	\$ 0.00
<b>Security Amount Due</b>	\$ 0.00

**Grand Total Due**                    **\$0.00**

**Security Deposit and Rent must be in two separate  
Checks - Certified Funds due at move-in  
(No personal checks)**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized,  
  
This \_\_\_\_\_ day of \_\_\_\_\_ 2004.

X \_\_\_\_\_

**Resident**

X \_\_\_\_\_

**Co-Resident**

X \_\_\_\_\_

**Co-Resident**

**Home Phone:** \_\_\_\_\_

By \_\_\_\_\_

211 Frasier Street Suite200, Marietta, GA 30060  
Off: 770-426-1150      Fax: 770-426-1468

# Property Services of Atlanta

## PET EXHIBIT EXHIBIT "A"

### OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Permission is hereby given for Resident's pet, described below, to be kept within subject premises. Such permission is being given with the express understanding and agreement by Resident that pet when taken in and out of the premises, will be kept on a leash or caged and under full control at all times. Further, when walking pet, Resident will keep pet away from public places, lawns and sidewalks of all residences in neighborhood or buildings in complex, whichever is applicable herein. Resident will be responsible for cleaning up pet droppings left by pet. Resident shall be responsible for all damage done to the subject premises or grounds by reason of having a pet therein or thereon. Landlord may bill Resident for damage caused by pet, which amount shall be paid no later than with the following month's rent.
2. Said pet will not annoy, bother, or be permitted to annoy or bother other residents of the neighborhood or complex, or the public within the area. If in the sole discretion of the Owner or his agent, said pet becomes a nuisance, bothersome, or an annoyance to the public, neighbors, or other residents, or becomes a threat to public health or safety, then at the written direction of the Owner or his agent to the Resident, Resident shall, within five days thereafter, remove said pet from the premises or face legal remedies, including, but not limited to, termination of the Agreement to which this Exhibit applies.
3. Resident agrees to pay \$0.00 as a nonrefundable pet deposit for the privilege of maintaining said pet on owner's premises. Said nonrefundable pet deposit is paid in addition to and not in lieu of Resident's responsibility for all damages caused by pet, above. Resident agrees that only the pet named and described below will occupy the premises. No additional or different pet is authorized under this Agreement.
4. Resident may have no more than one dog or cat or two birds unless permissible by Owner or Owner's agent.
5. No pet offspring are allowed. However, pet offspring shall be permitted to remain on the premises until said offspring are weaned from their mother.
6. Resident must provide proof of vaccination of pet, where same is required by law, for communicable diseases prevalent in species of pet, including, but not limited to, rabies.
7. Fish tanks may be no larger than twenty gallons.
8. No other animals, reptiles or insects are permitted, including but no limited to livestock or farm animals, exotic or jungle animals, pigs, skunks, ferrets, monkeys, snakes, lizards, turtles, hamsters and gerbils.
9. Birds must be caged at all times.
10. Resident agrees to abide by all applicable laws regarding the keeping of animals or pets in the areas and locale of the premises, including, but not limited to, leash laws, licensing laws and laws regarding vaccinations and inoculations.
11. Type of Pet: Breed: Name: Age: Weight: Color/Markings: License #:  
Type of Pet: Breed: Name: Age: Weight: Color/Markings: License #:  
Type of Pet: Breed: Name: Age: Weight: Color/Markings: License #:  
Type of Pet: Breed: Name: Age: Weight: Color/Markings: License #:

OR

12. I/we the undersigned acknowledge that there will be no pets on said premises. \_\_\_\_\_ Initials

\_\_\_\_\_  
Owner/Owner's Agent

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Owner/Owner's Agent

\_\_\_\_\_  
Resident

Address: