



## RESIDENTIAL LEASE AGREEMENT

RESIDENT(S): \_\_\_\_\_ ("Tenant")

OWNER: Eyde Holdings LLC ("Landlord")

PREMISES / PROPERTY: \_\_\_\_\_

TERM: From: \_\_\_\_\_ To: \_\_\_\_\_

RENT: \$975 PAYMENT PERIOD: ☒ Monthly ☐ Weekly ☐ Yearly

SECURITY DEPOSIT: \$975

LATE PAYMENT FEE: \$97

RETURNED CHECK FEE: \$75

DISPOSSESSORY FEE: \$650

PERMITTED OCCUPANTS (in addition to tenant): \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

In consideration of the covenants and obligations contained in this Lease Agreement, Landlord hereby agrees to lease the Premises to Tenant on the following terms and conditions:

- Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Landlord or as Landlord directs. All rental payment shall be paid in advance on or before the **FIRST** day of each Payment Period for the duration of the tenancy. Tenant shall remit rental payments using bank deposit card provided or by any other means as directed by Landlord.
- Late Payment Fee:** Tenant shall pay the Late Payment Fee if any rental payment is five (5) days or more late. This Late Payment Fee shall be due immediately without demand and shall be added to and paid with the late rental payment.
- Returned Checks Fee:** Tenant agrees to pay the Returned Check fee for each check of the Tenant that is returned by the financial institution because of insufficient funds. If Tenant tenders a check or otherwise makes a payment that is dishonored by a banking institution, Landlord may require Tenant to make all future payments by cash, money order or cashiers check.
- Dispossessionary Fee:** if Tenant has any unpaid balance on the eight (8<sup>th</sup>) day of the month, Landlord may file a dispossessionary action in the county in which the property is located. If

Tenant(s) Initials \_\_\_\_\_ Landlord Initials \_\_\_\_\_

dispossessory action is filed against the Tenant, the dispossessory fee will be assessed to the tenant to cover the costs of attorney fees, court costs, and any additional administrative costs to the Landlord.

**5. Security Deposit:**

- A. Tenant shall pay the refundable security deposit to Landlord by paying in the form of Cash, Check or Electronic Funds Transfer.
- B. **Deposit of Same:** Landlord shall deposit the Security Deposit within five (5) days of receiving the same into the escrow / trust account of the brokerage firm, Virtual Properties Realty.
- C. **Security Deposit Interest:** All interests earned on the above referenced account shall belong to the Landlord. Landlord shall have the right to switch the bank and/or account number in which the Security Deposit is held upon notice to Tenant, provided that the type of account remains the same.
- D. **Security Deposit Check Not Honored:** In the event that any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, Landlord shall promptly notify all parties to this Agreement of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Landlord. In the event that Tenant does not timely deliver good funds, Landlord shall have the right to terminate this lease upon notice to Tenant.
- E. **Return of Security Deposit:** The balance of the Security Deposit shall be returned to Tenant by Landlord within thirty (30) days after the termination of this Agreement or the surrender of Premises by Tenant, whichever occurs last, provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given two (2) calendar months written notice to vacate (not including the month in which notice is given); (3) no damage has been done to the Property or its contents, except for normal wear and tear; (4) the entire Property is clean and free of dirt, trash, and debris; (5) all rent, additional rent, fees and charges have been paid in full; (6) there are no holes and scratches on walls or cabinets other than normal wear and tear; and (7) all home keys, keys to recreational or storage facilities, access cards, bank deposit cards, gate openers, and garage openers, if any, have been returned to Landlord.
- F. **Deductions from Security Deposit:** Landlord shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property caused by the negligence, carelessness, accident, or abuse by Tenant, Tenants household, or their invitees and guests; (2) unpaid rent, utility charges, or pet fees; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; (5) late fees and any other unpaid fees and charges referenced herein; and/or (6) a fee of \$150 to rekey the locks either at the request of Tenant or upon the termination of the Lease.
- G. **Move-Out Statement:** Landlord shall provide Tenant with a statement ("Move-Out Statement") listing the exact reasons for the retention of the Security Deposit or for any deductions therefrom. If the reason for the retention is based upon damage to Premises, such damages shall be specifically listed in the Move-Out Statement. The Move-Out Statement shall be prepared within three (3) banking days after the termination of occupancy. If Tenant terminates occupancy without notifying the Landlord, Landlord may make a final inspection within a reasonable time after discovering the termination of occupancy. Tenant shall have the right to inspect Premises within five (5) banking days after the termination of occupancy in order to ascertain the accuracy of the Move-Out Statement. If Tenant agrees with the Move-Out Statement, Tenant shall sign the same. If Tenant refuses to sign the Move-Out Statement, Tenant shall specify in writing, the items on the Move-Out Statement with which Tenant disagrees within three (3) banking

days. For all purposes herein, a banking day shall not include Saturday, Sunday, or federal holidays. If more than one (1) person is named as a Tenant on this Agreement, and not all named Tenants are present for inspection, Tenant hereby agrees that any Tenant who is present represents all named Tenants and may sign on their behalf.

- H. **Delivery of Move-Out Statement:** Landlord shall send the Move-Out Statement, along with balance, if any, of the Security Deposit, before the Due Date. The Move-Out Statement shall either be delivered personally to Tenant or mailed to the last known address of Tenant via first class mail. If the letter containing the payment is returned to Landlord undelivered and if Landlord is unable to locate Tenant after a reasonable effort, the payment shall become the property of Landlord ninety (90) days after the date the payment was mailed.
- I. **Failure to Move-In:** Tenant acknowledges that if s/he does not move in to Premises, the Security Deposit will be non-refundable and forfeited and will cover damages to the Landlord as a result of holding the property off-market. Tenant acknowledges that Landlord shall be damaged by holding the property off-market for a tenant who does not move in to the Premises, that Landlord's actual damages are difficult to estimate, and that the Security Deposit represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
- J. **Sale of Property:** In the event that Landlord sells Property during the term of this Agreement, Security Deposit shall be returned to Tenant upon close of sale. Landlord shall be authorized to deduct any balance that tenant owes from Security Deposit prior to returning the remainder thereof.

6. **Utilities:** Tenant acknowledges that all utilities and/or services are to be paid for by Tenant, with the exception of: N/A. Tenant must connect or transfer utilities not provided by Landlord into the name of Tenant within three (3) day of commencement of Lease. At any time thereafter, Landlord may, without notice to Tenant, disconnect any utilities serving Premises, which are in the name of Landlord and are not being provided by Landlord under this Lease. Landlord may, at Landlord's option and upon notice to Tenant, pay utilities and be reimbursed by Tenant as additional rent. For the purpose of this paragraph, utilities are defined as the following: Water, Sewer, Electricity, Sanitation, Gas, Telephone and Cable/Satellite Services.

7. **Move-In Inspection:** Prior to Tenant taking possession of Premises, Landlord shall provide Tenant with "Move-In, Move-Out Inspection Form" itemizing any existing damages to Property. Prior to taking occupancy, Tenant shall be entitled to retain a copy of the Move-In, Move-Out Inspection Form. Tenant acknowledges that Tenant has carefully inspected property in which premises are located and is familiar with the same. By taking possession of Premises, tenant is agreeing to accept Property "as-is", and acknowledges that Landlord shall not be under any obligation to modify or improve the Premises. If more than one (1) person is named as a Tenant on this Agreement, and not all named Tenants are present for the inspection, Tenant hereby agrees that any Tenant who is present represents all named Tenants and may sign on their behalf.

#### 8. **Tenants Obligations:**

- A. **Repair and Maintenance:** Tenant acknowledges that Tenant has examined the Premises and that it is fit for residential occupancy. Tenant shall promptly notify Landlord of any dangerous condition or need for maintenance existing in the Premises or on the Property. Upon receipt of notice from Tenant, Landlord shall within a reasonable time period thereafter, repair the following (i) all defects in the Premises or Property which create unsafe living conditions or render the Premises untenable; and (ii) to the extent

required by state law, such other defects which, if not corrected, will leave the Premises or Property in a state of disrepair. Landlord shall not be under any obligation to effect repairs to items that are cosmetic in nature. Except as provided above, Tenant agrees to maintain the Premises in a neat, sanitary, and clean condition. Any expenses incurred by Landlord to remedy any violations of this provision shall be reimbursed to Landlord by Tenant within thirty (30) days of receipt of an invoice from Landlord (a letter explaining the charge and providing the amount shall constitute an invoice). If Tenant fails to timely pay said invoice, Tenant shall be in default of this Agreement. All repairs estimated by Landlord to cost \$75 or less shall be the responsibility of the Tenant. Tenant shall not authorize any maintenance or repairs at Landlord's expense. If you do not keep an appointment to be home for maintenance or repair work, the worker's time will be charged to you.

- B. **Lawn and Exterior Maintenance:** Tenant shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and leaf fall season), and shall keep Property, including yard, lot, grounds, Premises, walkways, gutters, and driveway clean and free of rubbish, trash, and debris.
- C. **Clogged Drains, Pipes, and Septic Systems:** Provided that the blockage was the result of actions or negligence on the part of Tenant, their household, or their invitees, or guests, Tenant shall be responsible for the cost of removing any blockage of a drain, pipe, or septic system, as well as the cost of repairing any damage to Premises as a result of such blockage.
- D. **Pest Control:** Landlord shall be responsible for termite and rodent control. Other pest control (including but not limited to ants, cockroaches, spiders, other insects, and bats) shall be the responsibility of Tenant. By signing this Lease, Tenant acknowledges that they have inspected the Premises and determined it to be free of pests upon move-in, and Landlord shall not be responsible for removal or treatment of pests found after Tenant has taken possession of Premises except for termites and rodents.
- E. **Smoke and Carbon Monoxide Detectors:** Tenant acknowledges that the Premises is equipped with smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and notify Landlord immediately if the smoke detector is not functioning properly. Unless required by law or regulation, Landlord shall not be responsible for providing carbon monoxide detector(s).
- F. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall (i) leave the thermostat regulating the heat serving the Premises in an "on" position and set to a minimum of 60°F; and (ii) leave the faucets dripping.
- G. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems, mold, and/or mildew (other than in sinks, showers, toilets, and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Landlord shall be under no obligation to hire a mold specialist to inspect or treat Premises merely on the demand of Tenant, but shall do so only when it is determined by Landlord that mold could reasonably be expected based upon the available evidence. Tenant does hereby agree to hold Landlord harmless for any health consequences of any reasonable decision made in good faith that the hiring of a mold specialist is not warranted.

- H. **Access Codes:** Tenant shall provide Landlord with all access codes to all entrance gates and security systems located on the Property.
- I. **Carpet Cleaning:** If present, Tenant shall have the carpets professionally cleaned at least once every twelve (12) months, and upon move-out. Failure to have the carpets professionally cleaned upon move-out shall result in Tenant being charged for a professional cleaning on their Move-Out statement. By taking possession of Premises, Tenant acknowledges having inspected the carpets, and agrees that the carpets are in clean and acceptable condition with no need for further cleaning or replacement beyond those routine cleanings required of Tenant by this paragraph.
- J. **HVAC Filters:** Tenant shall change HVAC (heating, ventilation, and air conditioning) filters at least once every three (3) months. The cost of service calls or repairs due to damage as a result of Tenant's failure to change said filters shall be charged to Tenant. By taking possession of Premises, Tenant acknowledges having checked the filters prior to move-in, and agrees that any need to change the filters after taking possession shall be the responsibility of the Tenant.
- K. **Appliance Repairs:** Repair, service call, and maintenance costs for refrigerators, dishwasher, gas range, microwave oven, and clothes washers and clothes dryers are the responsibility of Tenant. Landlord is under no obligation to replace same in the event that they become inoperative. Any damage caused to Premises as a result of Tenant-provided appliances leaking shall be the responsibility of Tenant.
- L. **Neighborhood Amenities:** Tenant is responsible for association fees in neighborhoods that have a pool, clubhouse, exercise room, tennis court, baseball field, or any other neighborhood amenity if Tenant desires to use same.
- M. **Leash Rule:** If Landlord has agreed to allow dog(s) on Premises in this Lease, then all dogs belonging to Tenant or under Tenant's care must remain on a leash when not inside house or fenced yard.
- N. **Fire on Premises:** If Premises has a fireplace, fire pit, wood burning stove, or any similar device, and Tenant's use of same results in damage to Premises, Tenant shall be responsible for paying for the necessary repairs. Tenant shall not light any fires on Premises outside of devices specifically designed to contain a fire.
9. **Lead-Based Paint:** If any Premises located on Property were built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA's Renovation Right brochure.
10. **Notice of Propensity of Flooding:** Landlord hereby notifies Tenant as follows: Some portion or all of the living space or attachment thereto on the Premises has not been flooded at least three (3) times within the last five (5) years immediately preceding the execution of this lease. Flooding is defined as the inundation of a portion of the living space caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as a pond of water at or near the point where heavy or excessive rain fell.
11. **Sublet and Assignment:** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. While Tenant may use and enjoy the Property to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Property is being transferred or conveyed by Landlord to Tenant herein.

- 12. Use:** Premises shall be used for residential purposes only and shall be occupied only by the named tenant(s) and their immediate family unless otherwise approved by Landlord in writing. Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable declaration of condominium, declaration of covenants, conditions, and restrictions; all rules and regulations adopted pursuant thereto; and any community association bylaws, and rules and regulations. Tenant agrees any violation or non-compliance of the above resulting in fines imposed against Landlord shall be the responsibility of the Tenant.
- 13. Nuisance and Unlawful Activity:** Tenant shall be responsible for ensuring that Tenant and members of Tenant's household and their invitees, and guests comply with the Rules and Regulations applicable to Tenant set forth herein and any term, condition, or provision of this Lease relating to the use of the Premises or Property and do not engage in any activity while on Property that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event that Tenant or any of the above named parties are arrested or indicted for an unlawful activity occurring on Premises and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may terminate this Lease immediately. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.
- 14. Insurance:** It is acknowledged that, unless otherwise noted, Landlord does not maintain insurance to cover Tenant's personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of God, and/or any other causes. Landlord is not responsible for any loss or damage to property owned by Tenant or Tenant's guests or invitees unless resulting from Landlord's intentional or negligent acts. It is acknowledged that Landlord highly recommends that Tenant carry renter's insurance for fire, extended coverage, and liability to cover accidental injury and damage or loss of personal property and/or vehicle due to fire or theft.
- 15. Right of Entry:** Upon twenty-four (24) hours notice to Tenant, Landlord shall have the right to enter the Premises during reasonable hours for the purpose of (a) inspecting the Premises and the Tenant's compliance with the terms of this lease; (b) making such repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate; and (c) showing the Premises to prospective purchasers or tenants. Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises
- 16. Rules and Regulations:**
- A. Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants.
  - B. Tenant is prohibited from adding, changing, or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If all keys to Premises and Property are not returned when Tenant vacates Premises, Landlord may charge a re-key fee in the amount of \$150. If Tenant is found to have changed any locks or added additional locks without prior permission of Landlord, Landlord shall be entitled to change all locks on Premises and invoice Tenant for the cost of labor and materials. Tenant shall be required to reimburse Landlord within thirty (30) days.
  - C. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs, and campers are not permitted on Property, nor may Tenant park any vehicle on the lawn of Premises. Any such vehicle may be removed by Landlord, at the

expense of Tenant for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.

- D. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which are combustible, would increase fire risk, or increase the risk of other casualties, shall be kept in or placed on Property.
- E. No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed on walls, woodwork, or any part of Premises. All holes must be patched and painted by Tenant prior to move-out, and failure to do so shall result in Tenant being charged on the Move-Out Statement for the estimated cost of repairing same.
- F. Tenant shall use toilets, tubs, and sinks only for their primary purpose and shall not use them to dispose of sweepings, rubbish, rags, garbage, sanitary napkins, or other items likely to clog them. Tenant is liable to pay Landlord for any expense Landlord incurs for repairing damage (including unclogging toilets and drains) caused by Tenant, their guests, or invitees.
- G. Tenant shall perform reasonable housekeeping of the Premises to maintain the Premises in a clean, neat, and sanitary condition.
- H. Tenant shall not varnish, paint, paper, or otherwise decorate any walls, floors, doors, woodwork, or cabinets without prior written permission of Landlord.
- I. Maintenance requests shall be submitted in writing to Landlord. Specifics of problem, to the extent possible, shall be included in the request.
- J. Tenant shall not, on or in Property, improperly dispose of motor oil, paints, paint thinners, gasoline, kerosene, or any other product, which can cause environmental contamination on or in Property.
- K. No waterbeds are allowed in Premises without written consent of Landlord.
- L. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord. This includes units already present and/or installed in Property.
- M. No window treatments currently existing on any windows shall be removed or replaced by Tenant without prior written consent of Landlord.
- N. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on Property.
- O. Tenant shall comply with all posted Rules and Regulations governing the parking of motor vehicles on Property or the use of driveways, sidewalks, and streets on Property.
- P. Tenant shall not skateboard, skate, rollerblade, or bicycle on Property without wearing proper safety equipment.
- Q. Any location and means of installation and repair and/or maintenance of any telephone, cable TV, Internet, or data wiring and/or systems are the sole responsibility of Tenant, but must be approved, in advance, by Landlord. **Tenant must not install or allow a service provider to install a satellite dish or any similar / other equipment or device on any section of the roof or fascia of the property or premises.** Landlord does not warrant and shall not be responsible for any portion of any telephone, cable TV, Internet or data wiring and/or systems serving the Property.
- R. Tenant shall be prohibited from improving, altering, or modifying the Property (including painting) during the term of this Agreement without prior written approval of Landlord. Any improvements, alterations, or modifications approved by Landlord shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value of same. Any improvements, alterations, or modification of the Property made by Tenant without the approval of Landlord shall be deemed to be damage done

to the Property by Tenant, and Landlord shall be entitled to charge Tenant on the Move-Out Statement for repair of same.

- S. Tenant shall keep all utilities serving the Property on at all times during the term of the Lease and through the completion of the Move-Out Inspection, including but not limited to, garbage, water, electricity, and gas. Should Tenant fail to keep utilities on through the Move-Out Inspection, Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and an administrative fee of \$150.
- T. Smoking is prohibited in Premises. If Tenant is found to have smoked in Premises, Tenant shall be charged \$500 as liquidated damages to Landlord, it being hereby agreed that the actual cost of repairing said damage is difficult to predict, and this amount is a reasonable estimate of Landlord's damages and shall not be construed as a penalty.
- U. Unless otherwise specified below, or subsequent written approval is provided by Landlord, Tenant is prohibited from keeping any pet on Premises. If Tenant is found to have a non-approved pet on Premises, Tenant shall be charged \$250 per pet as liquidated damages to Landlord, it being hereby agreed that the actual cost of repairing damage caused by pet is difficult to predict, and this amount reflects a reasonable estimate of Landlord's damages and shall not be construed as a penalty. Only the following pets are approved by Landlord, and Tenant is required to pay a \$0 non-refundable pet deposit and a \$0 refundable pet deposit no later than the due date of the first month's rent:
  - I. Pet 1: Species: N/A Breed: N/A Weight: N/A
  - II. Pet 2: Species: N/A Breed: N/A Weight: N/A
  - III. Pet 3: Species: N/A Breed: N/A Weight: N/A

#### 17. Default:

- A. **Default Generally:** Tenant shall be in default of this lease upon the occurrence of any of the following:
  - I. Tenant violates any of the Rules and Regulations or Tenant's Responsibilities set forth herein, or otherwise fails to abide by the terms and conditions of this Lease. Prior to terminating the Lease for any of the above referenced reasons, Landlord shall give Tenant notice of default and a three (3) day opportunity to cure the same, except in situations where the default is incapable of being cured within that time frame, or the nature of Tenant's default, if not cured, poses a risk of damage or injury to Landlord, Landlord's property, or other persons or property as determined in the sole discretion of Landlord.
  - II. Tenant violates any of the Rules and Regulations or Tenant's Responsibilities set forth herein, or other terms and conditions of the Lease a total of three (3) or more times during the term of the Lease, regardless of whether such violations are cured.
  - III. Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and tenant shall immediately vacate the Premises leaving it in the same condition as was noted on the Move-In Inspection, normal wear and tear excepted).
  - IV. Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
  - V. Tenant fails to reimburse Landlord for any damages, repairs, and costs to the Premises or Property (other than normal wear and tear) caused by the actions or neglect of Tenant or members of Tenant's household and their invitees, licensees, and guests.
- B. **Effect of Default:** If Tenant defaults under any term, condition, or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available legal and equitable remedies to remedy the default. All rent and other sums owed to landlord through the end of the Lease term shall immediately



become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law, or in this Lease shall be cumulative and concurrent.

**18. Destruction of Property:**

- A. If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupant's health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between Landlord and Tenant as of the date of such destruction.
- B. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged, and landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence.
- C. Rent shall not abate, nor shall Tenant be entitled to terminate this Lease, if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests.

**19. Mortgagee's Rights:** Tenants rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

**20. Disclaimer:**

- A. **Neighborhood Conditions:** Tenant acknowledges that in every neighborhood there are conditions which different tenant may find objectionable. It shall be Tenant's duty to become acquainted with any present or future neighborhood conditions which could affect the Property including without limitation, land-fills, quarries, high voltage power lines, cemeteries, airports, factories, odor producing factories, crime, schools serving the Property, political jurisdictional maps, and land use and transportation maps and plans. If Tenant is concerned about the possibility of a registered sex offender residing in a neighborhood in which Tenant is interested, Tenant should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation website at [www.gbi.georgia.gov](http://www.gbi.georgia.gov).

**21. Other Provisions:**

- A. **Time of Essence:** Time is of essence for this Agreement
- B. **Non-Waiver or Rights:** Landlord's failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Landlord's rights with respect to that or any subsequent right.
- C. **Joint and Several Liability:** If more than one person signs this Agreement, then the liability of the persons so signing shall be joint and several. The language "joint and several" means that if more than one person has signed this Agreement, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this Agreement, except where expressly otherwise agreed between Landlord and Tenant. For example, one person signing the Agreement may be liable for any or all damages to the Premises or Furnishings, even if caused by

another person signing the Agreement, and one person signing the Agreement is liable for the total amount of rent due, even though other persons have also signed the Agreement.

- D. Entire Agreement:** This Agreement and any attached addenda and exhibits thereto shall constitute the entire Agreement between the Landlord and Tenant, and no verbal statement, promise, inducement, or amendment not reduced to writing and signed by both parties shall be binding.
- E. Attorney's Fees, Court Costs, and Costs of Collection:** Whenever any monies due hereunder are collected by law or by Attorneys at Law to prosecute such an action, then both parties agree that the prevailing party shall be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
- F. Indemnification:** Landlord shall not be liable and Tenant hereby waives all claims against Landlord for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Tenant shall protect, indemnify and hold Landlord entities harmless from and against any and all loss, claims, liability, or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on, or about the Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of Tenant concerning the Premises or Furnishings; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or Furnishings or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Agreement. The provisions of this paragraph shall survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.
- G. Appliances:** The following appliances are in Property on Move-In, and shall not be removed by Tenant without Landlord's prior written permission: Gas Range / Stove, Microwave Oven, and Refrigerator.
- H. Keys:** Landlord may release keys to Property to any of the occupants listed herein. Landlord may also release keys to vendors and agents as Landlord deems appropriate in order to inspect, market, and repair Property, and Tenant does hereby agree to hold Landlord harmless for same.
- I. Governing Law:** This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of Georgia. The Residential Landlord and Tenant Act, or other applicable Landlord-Tenant law, is available on the Georgia Secretary of State's website or another state government website. Contact Landlord or a licensed attorney if you need help locating applicable laws.
- J. Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood, including the neighborhood in which the Property is located; and (2) while Landlord may from time to time do things to make Property reasonably safe, Landlord is not a provider or guarantor of security in or around Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting, and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give

notice to Landlord of the same immediately. Landlord shall be under no obligation to provide deadbolt locks on doors, nor shall Landlord be obligated to repair a deadbolt lock if a non-deadbolt lock is functional on the door.

**K. Rental Application:** Tenant's rental application was submitted prior to signing of this lease. If it is later discovered that the information disclosed therein by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies regarding said default.

**22. Right to Terminate Early:** Provided that Tenant is not in default hereunder at the time of giving notice, Tenant has strictly complied with all provisions of this paragraph, and termination is as of the last day of a calendar month, Tenant may terminate this Lease before the expiration of the term of the Lease by:

- A. Giving Landlord no less than sixty (60) days notice on or before the day rent is due as shown in rent paragraph above; plus
- B. Paying all monies due through date of termination; plus
- C. Forfeiting the total amount of any and all deposits; plus
- D. Paying an amount equal to two (2) months rent; plus
- E. Returning Premises in a clean and ready-to-rent condition; plus
- F. Paying a \$250 administrative fee.
- G. The above amounts must be paid in full at the time of notice, and notice shall not be deemed to have been given until such time that the total amounts are paid.
- H. Tenant hereby agrees that all of the above represents liquidated damages to Landlord, that the actual amount of damages are difficult to determine, that the above amounts represent a reasonable pre-estimate of damages, and that these amounts are not a penalty.
- I. Landlord shall not provide any rental verification or references to other potential landlords until all provisions of this section are fully complied with, and Tenant hereby authorizes Landlord to notify potential Landlords if Tenant has expressed a desire to terminate the Lease early without complying with this section. Tenant hereby holds harmless Landlord for any statements made to potential landlords.

**23. Military Activation:** Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; then and in that event, this Lease shall be controlled by applicable laws.

**24. Active Military:** If Tenant is on active duty with the United States military and Tenant or an immediate family member of Tenant occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed: (1) thirty (30) days rent after the first date on which the next rental payment is due; (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant.

**25. Holding Over:** Tenant shall have no right to remain in the Property after the termination or expiration of this Lease. Should Tenant fail to vacate the Property upon the expiration or termination of this Agreement, Tenant shall pay Landlord a per diem occupancy fee equal to ten (10) percent of the monthly rent amount in the Lease for every day that Tenant holds over after expiration or termination of this Lease. Acceptance of the occupancy fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

- 26. Abandonment:** Tenant shall not abandon the Property, resident's personal property, or motor vehicles. Title to any abandoned property, including but not limited to pets or animals, shall vest in Landlord. Landlord may store, sell, or dispose of abandoned property without notice. If abandoned, Landlord shall have the right to re-key, enter, and re-let the Property without filing a dispossessory warrant or obtaining a writ of possession. Landlord shall have sole discretion in determining whether abandonment has occurred. Circumstances indicative of abandonment include, but are not limited to, failure to pay rent or utilities, discontinuance of utility service, failure to respond to Landlord's notices, communications, or eviction proceedings, or removal of a substantial amount of resident's personal property.
- 27. Early Termination by Landlord:** Tenant agrees that Landlord may terminate the lease prior to the Lease expiration date, and Tenant agrees to vacate the Property if the following conditions are met:
- A.** Landlord gives Tenant sixty (60) days written notice to vacate (Tenant shall still owe rent through the sixty (60) day notice period).
  - B.** Landlord pays to Tenant an amount equal to two (2) months rent as compensation for disturbing tenant's quiet enjoyment of the Property and for the inconvenience of moving early. This credit shall be applied to the Tenant's account at the time the Tenant vacates the property and shall be included with any applicable security deposit refund. The foregoing shall not relieve the Tenant of his or her responsibilities and obligations regarding any damage to the property.
- 28. Renewal Term:** Either party may terminate this Lease at the end of the term by giving the other party two (2) calendar months notice (not including the month in which notice is given) prior to the end of the term. If neither party gives notice of termination, the Lease shall automatically be extended on a month-to-month basis with a rent increase of fifteen (15) percent of the current rental rate and the new rent amount shall be known as the Current Rent. All other terms of the existing Lease remain the same. Thereafter, Tenant may terminate this Lease upon two (2) calendar months' notice (not including the month in which notice is given) to Landlord, and Landlord may terminate this Lease upon two (2) calendar months notice (not including the month in which notice is given) to Tenant.
- 29. Read This Entire Agreement:** Tenant acknowledges that Tenant has read this entire Agreement, agrees to comply, and has received a copy thereof, including any attached schedules, exhibits, or addendums.

The Parties have read and understood all of the above terms and conditions and hereby agree to be bound thereby.

**LANDLORD:**

Print: Eyde Holdings LLC

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT(S):**

Print: \_\_\_\_\_

Mobile \_\_\_\_\_ Email \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

Mobile \_\_\_\_\_ Email \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**Landlord's Contact Information:**

Eyde Holdings LLC  
PO Box 466693  
Lawrenceville, GA 30042

Phone: (678) 341-0601  
Fax: (732) 601-3730  
Email: eydeholdingsllc@gmail.com  
Website: www.eydeholdingsllc.com