KEY LOCATIONS
PROPERTY MANAGEMENT, LLC
The Key To Your Real Estate Needs

KEY LOCATIONS PROPERTY MANAGEMENT LLC
RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Lease") made as of _____, and is effective as of _____ between **KEY LOCATIONS PROPERTY MANAGEMENT, LLC** ("As Agent for Landlord") and _____ (all of the foregoing referred to as "Tenant");

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into an agreement for the purpose of having the real property, as hereinafter described, leased and possessed by Tenant for residential purposes; and

WHEREAS, the parties hereto have reached complete agreement as to all terms and conditions of this Lease;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms and conditions as set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO LEASE: Landlord does hereby lease unto Tenant the real estate situated at _____, _____, Georgia _____ ("Premises").

2. TERM: The initial term of this Lease shall begin on the scheduled day of occupancy _____ ("Lease Start Date") and end on _____ ("Lease End Date") (the "Term"), unless otherwise renewed as set forth herein.

3. RENT: Tenant, for and in consideration of this Lease and the demise of the Premises by Landlord to Tenant, hereby agrees and covenants with Landlord to pay rent for the Premises ("Rent"), in the following manner:

a. Installment Payments. Rent shall be payable to Key Locations Property Management LLC by electronic payment services available at the tenant online portal (Resident Web Access) or by U.S. Postal Mail addressed to same at 1035 Lake Windward Overlook, Alpharetta, Georgia 30005, in equal monthly installments of _____ U.S. dollars ($_____) plus any Additional Rent which accrues under this Lease (set forth herein) on the date that occupancy hereunder commences and on the 1st day of each calendar month of the Term thereafter through the last calendar month of the Term. Any interest earned from said account(s) shall accrue to Key Locations Property Management LLC.

b. Late Fees. If an installment of Rent is not received before 11:00 A.M. on the 5th day of the month, it shall be considered late and Tenant must include Additional Rent of five percent (5%) of the installment of Rent and ten percent (10%) of the Rent after the 10th day of the month. ("Additional Rent for Late Payment"). All payments of rent and late fees delivered to Landlord after 11:00am on the 5th day of the

month must be made in certified funds. Certified funds must be drawn on one of the following: US Postal

c. Money Order, Western Union Money order, Bank of America, Truist Bank or Wells Fargo Bank.

d. Dishonored Check or Payment. If a check is dishonored or an electronic payment is rejected, Tenant shall immediately pay Landlord a service charge of $50.00 ("Service Charge").

e. Holdover Rate. The daily rate for holding over beyond the expiration or termination of the Lease is two (2) times the amount of daily Rent.

f. Requirement of Certified Funds; Application of Amounts. Landlord may, upon notice to Tenant, require payment of Rent and Additional Rent in certified funds by U.S. Postal Mail for the duration of the Lease for any reason. Certified funds must be drawn on one of the following: Bank of America, Truist Bank, or Wells Fargo Bank. Under no circumstances may Rent or Additional Rent be paid in cash. All funds received from Tenant shall first be applied to outstanding late fees, dishonored or rejection (NSF) fees, administration fees, maintenance charge backs, and any other fees or Additional Rent due to Landlord under this Lease.

4. SECURITY DEPOSIT:

a. Tenant shall pay Key Locations Property Management, LLC as "Holder" a security deposit of $_____ by certified check, money order, credit card, or EFT ("Security Deposit"). The Security Deposit shall be paid not later than the Lease Start Date but not earlier than the date Landlord has presented Tenant with a copy of the Move-In Condition Report, as defined herein. Landlord shall provide Tenant with a receipt for the Security Deposit once paid, which shall constitute acknowledgment that the Security Deposit has been received by Landlord.

b. The Security Deposit will be deposited by Holder within five (5) banking days and held by Holder in an Escrow Account at Truist Bank. Any interest earned from said account(s) shall accrue to Key Locations Property Management LLC.

c. If the Security Deposit is not honored, for any reason, or such payment is otherwise declined, Holder shall promptly notify all parties to this Lease of the same and Tenant shall have three (3) banking days after notice to deliver good funds plus a fee of $50.00 to Holder.

d. The Security Deposit will be returned to Tenant within thirty (30) days after the Premises is vacated, if: (i) the Lease term has expired or the Lease has been terminated in writing by both parties; (ii) Landlord has given a written notice to vacate; (iii) no damage has been sustained on the Premises or its contents, except normal wear and tear; (iv) the Premises is returned by Tenant fully cleaned with all trash, debris, and personal items removed; (v) all rent, fees, and charges have been paid by Tenant in full; and (vi) all door keys and amenity keys, mailbox keys, access cards, gate openers, and garage door openers have been returned to Landlord.

e. The Security Deposit may be applied by Landlord to satisfy all, or part of Tenant's obligations and such act shall not prevent Landlord from claiming damages in excess of the deposit. Landlord shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises caused by the negligence, carelessness, accident or abuse of Tenant, Tenant's household or their invitees, licensees and guests, other than normal wear and tear; (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; and/or (5) late fees and any other unpaid fees and charges referenced herein. All parties acknowledge that the Deposit will be forfeited to Landlord as partial liquidated damages if Tenant vacates the Premises (regardless of reason) without first tendering to Landlord payment in full through the Term or any subsequent renewal term of this Lease.

f. If any part of the deposit has been used by Landlord in accordance with the terms of this Lease or applicable law, Tenant shall upon demand immediately deposit with Holder a sum equal to the amount so applied by Landlord so that Holder shall have the full deposit on hand at all times during the Lease term including any extension, renewal or holdover term.

5. ADDITIONAL FEES: Tenant shall pay a non-refundable Administrative Fee of $200.00 to Landlord on or before the Lease Start Date. Tenant shall pay a $50.00 fee to prepare any future Lease Amendment, Lease Extension or Lease Renewal documents. Tenant shall further pay a re-keying fee of $100.00 to Landlord upon termination of the Lease.

6. UTILITIES: Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through 3 business days after the lease end date.

Tenant shall pay and be liable for all utilities listed as Tenant responsibility in this Agreement, including, when applicable, charges for garbage, water, sewage, electricity, natural gas, even if accounts for such utilities remain in the Landlord's name, during the term of this Lease or during Tenant's occupation of the Premises.

In the event landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord.

In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant unless such account is not allowed to be put in the Tenant's name.

Applicable utilities and/or service to be paid by Tenant:

☐ Water ☐ Sewer ☐ Garbage ☐ Telephone ☐ Natural Gas ☐ Electricity

☐ Pest Control ☐ CATV/Internet Services

7. APPLIANCES PROVIDED BY LANDLORD:

☐ Dishwasher ☐ Microwave ☐ Refrigerator ☐ Garbage Disposal ☐ Oven

☐ Electric Stove/Range ☐ Gas Stove/Range ☐ Washer & Dryer ☐ Other: _____

8. LAWN & EXTERIOR MAINTENANCE: ☐ Tenant or ☐ Landlord or ☐ HOA shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed, and pick up and remove from the Premises all trash, fall leaves, limbs, trimmings and grass clippings on a regular basis, a minimum of once every two weeks in growing season and fall leaf season and shall keep the Premises including yard, lot, grounds, house, walkways, and driveway clean and free of rubbish throughout the term of the tenancy. Tenant shall be responsible for watering the lawn when needed during extended periods without adequate rainfall and when new landscaping has been installed regardless of who is handling the rest of the yard/grounds care. Landlord shall be responsible for any other maintenance of the Premises or the Property required under **O.C.G.A 44-7-13.**

9. USE OF THE PREMISES; NO SUBLETTING: The Premises will be used solely for the purpose of Tenant's residence. Tenant shall not use or allow the Premises to be used for any disorderly or unlawful

purposes or in any manner offensive to others, and Tenant, as well as all of Tenant's guests, invitees, licensees, and contractors shall comply with all applicable laws, ordinances, covenants and rules and regulations. Tenant shall not paint, redecorate, remodel, or make any structural changes to the Premises, nor shall Tenant remove or replace any fixtures (including blinds or window treatments) on or from the Premise. Tenant shall not damage, destroy or commit waste on the Premises, nor permit any other person to damage, destroy, or commit waste on the Premises. Tenant shall not be permitted to sublet Premises in whole or in part.

Only the following persons are authorized to occupy the Premises:

_____

_____

A guest shall be defined as anyone who visits the Premises for no longer than fourteen (14) consecutive days or twenty- eight (28) non-consecutive days in any twelve (12) month period. Any adult that has resided in the Premises for more than fourteen (14) consecutive days or twenty-eight (28) non-consecutive days in any twelve (12) month period shall be an unauthorized occupant in violation of this paragraph unless such adult undergoes Landlord's application process and is added to this Lease by mutual agreement.

10. Renewal / Early Termination:

a. No Automatic Renewal. The Lease shall terminate automatically at the end of the Initial Term set forth in Paragraph 2(a). Tenant agrees to vacate the Premises on the Lease End Date. Tenant, however, is still required to provide Landlord sixty (60) days written notice prior to vacating the Premises at the Lease End Date that Tenant will be vacating the Premises on the Lease End Date. Tenant shall use the Notice to Vacate form attached as an addendum to this Lease. Notwithstanding the foregoing, the Lease may be renewed if Landlord and Tenant agree to such terms in writing within sixty (60) days of the Lease End Date.

b. Early Termination by Landlord. Landlord has the right to terminate the Lease prior to the Lease End Date, Landlord shall give Tenant sixty (60) days notice of such termination at which time Tenant shall be obligated to vacate the Premises. After Tenant has vacated the Premises, Landlord shall credit Tenant with the sum of one times the amount of a monthly installment of Rent ("Early Termination Fee to Tenant") which shall first be applied against any monies owing from Tenant to Landlord with the balance thereafter being paid to Tenant by Landlord. If this Lease is terminated due to a default by the Tenant or destruction of the Premises, then this early termination section shall not apply.

c. Early Termination by Tenant. Tenant shall have the right to termination the Lease early upon not less than sixty (60) days' written notice to Landlord. Tenant must not be in default of this Lease at the time such notice is given, and Tenant shall use the Notice to Vacate form attached as an addendum to this Lease. In addition to payment of any Rent or Additional Rent due at the time of such notice, Tenant shall pay as liquidated damages one and a half times the amount of a monthly installment of Rent plus a $300.00 administrative fee (the "Tenant Early Termination Fees"). The Tenant Early Termination Fees are a reasonable pre-estimate of Landlord's additional expenses for unanticipated vacancies, turnkey expenses, and re-letting costs, and are acknowledged and affirmed by the Landlord and Tenant to not be a penalty. The Tenant Early Termination Fees must be received within one (1) day of sending of such notice. The termination date ("Termination Date") shall be sixty (60) days after the last day of the month in which such notice is given and shall end on the last day of the month. Tenant must continue to pay Rent and any Additional Rent on time and in full for the months prior to the Termination Date. Notwithstanding the foregoing, if Tenant exercises the right of termination herein, Tenant shall not be relieved of any responsibilities and obligations regarding damage to Premises. Tenant may also not apply the Security Deposit to the payment of any of Tenant's financial obligations set forth herein.

d. Early Termination Due to Sale of Premises. If at any time during the term of this Lease, Landlord

contracts for the sale of the Premises, the Landlord may send Tenant notice of such proposed sale stating the date on which Tenant must vacate the Premises, which date shall not be later than the date the Lease terminates. Tenant shall have at least sixty (60) days from the date of the notice to vacate the Premises; provided, however, that Tenant shall vacate the Premises on or before the date the Lease terminates if notice of sale is sent less than sixty (60) days prior to the date this Lease terminates. If Tenant is required to vacate the Premises pursuant to this Paragraph, this Lease shall terminate upon the date which Tenant is required to vacate the Premises as stated in the notice of sale.

11. TENANT'S RESPONSIBILITIES:

a. Repairs and Maintenance. Tenant has inspected Premises and acknowledges that it is in good condition, free of defects and fit for residential occupancy. Tenant shall promptly notify Landlord of any dangerous condition or need for maintenance existing in Premises. Landlord's maintenance procedures ("Maintenance Exhibit") is available at https://www.keyrentalhomes.com/files/Exhibit%20A%20-%20Maintenance%20Exhibit.pdf , Tenant acknowledges that Landlord may change or update the Maintenance Exhibit from time to time. In the event of any conflict between the Maintenance Exhibit and the terms of this Lease, the terms of the Maintenance Exhibit shall prevail. The Maintenance Exhibit is incorporated into the provisions of this Lease by reference thereof. Upon receipt of notice from Tenant, Landlord shall, within a reasonable time period, thereafter, repair the following: (1) all defects in Premises which create unsafe living conditions or render Premises untenable; and (2) to the extent required by state law, such other defects which, if not corrected, will leave Premises in a state of disrepair. Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary, and clean condition free of trash and debris. All of Tenant's trash shall be kept in designated trash containers and removed from the Premises at least once each week. Tenant obligation to maintain the Premises includes, but not limited to, replacing any light bulbs which fail during the Lease Term and regularly changing HVAC filters. Tenant shall be responsible for any clogged plumbing within the Premises. Landlord shall be responsible for all other plumbing issues between the Premises and the street or the Premises and the septic tank or in any plumbing line outside of the Premises which exclusively serves the Premises. Tenant shall be responsible for any damages to the Premises caused by Tenant and Tenant's invitees, licensees, and guests' abuse or neglect of the Premises. Any expenses incurred by Landlord to remedy any violations of this provision shall be paid by Tenant to Landlord as Additional Rent within fourteen (14) days of the receipt of an invoice from Landlord. If Tenant submits a service request or repair request to Landlord, and the contractor responding to this request on behalf of Landlord determines that the item is working correctly, Tenant agrees to reimburse Landlord for the amount for the contractor's invoice.

b. Smoke Detector; Battery Powered Devices Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible for checking the smoke detector every thirty (30) days and changing batteries on the smoke detector(s) as needed. Further, Tenant acknowledges that Premises is equipped with other battery powered devices, such as thermostats, locks, and the like, and Tenant agrees to check these devices every thirty (30) days and to replace batteries in these devices as needed. Tenant shall immediately notify Landlord if the smoke detector(s) or any other battery powered devices are not functioning properly.

c. Freezing of Pipes. Tenant agrees that when the temperature outside falls below 32°F, Tenant shall leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F. Tenant shall further leave the faucets dripping.

d. 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 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 Premises. Tenant acknowledges reading the "A Brief Guide to Mold, Moisture in Your Home" found at www.epa.gov and shall follow the recommendations contained herein.

e. Security System. If a security system is present at Premises, Tenant shall provide Landlord a code to operate the security system and such code shall be always valid.

f. Carpet Cleaning. Tenant shall have the carpets in the Premises professionally cleaned by Zerorez, Stanley Steemer, or Alpha Chem-Dry, at Tenant's expense, after Tenant has vacated the Premises and prior to returning possession of same to Landlord. Tenant shall provide a copy of a receipt for such services to Landlord.

12. RULES AND REGULATIONS:

a. Tenant is prohibited from adding locks, changing or in any way altering locks installed on the doors of Premises. If Tenant is "locked out" a flat $100.00 charge will be due to Landlord by Tenant for gaining reentry into the Premises. Tenant shall return all door keys and amenity keys, mailbox keys, access cards, gate openers, garage door openers, to Landlord at termination of the Lease.

b. Motor vehicles with expired or missing plates, non-operative vehicles, boats, trailers, RV's, and campers are not permitted on the Premises. Landlord at the expense of Tenant may remove any such vehicle for storage, public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.

c. Other than normal household good in quantities reasonably expected in normal household use, no goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall not, on or in Premises, improperly dispose of motor oil, paints, paint thinners, gasoline, kerosene, or any other product, which can cause environmental contamination on or in Premises.

d. No large nails, screws or adhesive hangers except standard picture hooks, shade brackets, mini blind mounts and curtain rod brackets may be placed in walls, woodwork, or any part of the Premises. Tenant may not paint or wallpaper at any time without written authorization from Landlord.

e. Premises is presented to resident in a clean, trash and debris free state and agrees to maintain the Premises in that condition throughout the term of tenancy, less reasonable wear and tear. Good housekeeping is always expected of everyone during the term of this Lease Tenant agrees to return possession of the Premises in a clean, trash and debris-free state with all applicable lawn maintenance current. Pest Control Treatments were performed at Premises prior to possession by Tenant. Tenant shall be responsible for all future treatments including ants, roaches, spiders, fleas, and other insects. Landlord is responsible for termite and rodent control.

f. Returning keys and remotes for the Premises to Landlord shall be considered returning possession of the Premises. Once possession has been returned to Landlord, Tenant may not re- enter any portion of the Premises, lot or structure for any reason or cause whatsoever.

g. No window air conditioning units may be installed by Tenant and used to cool Premises. No window treatments currently existing on any windows shall be removed or replaced by Tenant.

h. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located within the community. Tenant shall comply with all posted Rules and Regulations governing the parking of motor vehicles on Premises or the use of driveways, sidewalks, and streets

within the community. Tenant shall not skateboard, skate, rollerblade, or bicycle on Premises without wearing proper safety equipment.

i. Any location and means of installation and repair and/or maintenance of any telephone, cable TV, satellite, Internet, or data wiring and/or systems are the sole responsibility of Tenant, but must be approved, in advance, by Landlord. Landlord does not warrant and shall not be responsible for any portion of any telephone, cable TV, satellite, Internet, or data wiring and/or systems serving Premises. Prior to Tenant returning possession of Premises, Tenant agrees to have any satellite dish professionally removed from the structure and any penetrations in the roofing or siding of the structure professionally sealed and/or restored.

j. Tenant agrees to keep any open-flame cooking devices (grills, for example) off any combustible balconies or decks and at least 10 feet away from any combustible construction and that no LP gas tanks larger than 2.5 pounds are stored on balconies/decks/patios, in closets or inside of the dwelling unit and to comply with all fire codes and ordinances regarding any such devices.

k. Tenant agrees to repair or pay for repair any damages which results from any negligence on Tenant's part from broken water pipes due to below freezing temperatures. If Tenant uses all care and diligence, and the pipes still break due to below freezing temperatures, Landlord will correct and repair at its' expense any damage or repair necessary to the Premises only. In no way will the Landlord be responsible for any damage to Tenant's property or possessions resulting from any broken water pipes. Further, Tenant shall provide heat and maintain a minimum of temperature of 60 degrees at all times throughout all heated spaces of the Premises during below freezing temperatures.

l. No pets are allowed or shall be kept on Premises unless a separate pet addendum or stipulation is incorporated into this Lease. If Landlord permits pets under this Lease, then Tenant shall pay a non-refundable pet deposit fee and agrees to have the Premises treated for ticks and fleas by a professional exterminator upon termination of this Lease and on the last day of occupancy by Tenant proof to be provided when possession is returned for the return of security deposit. Tenant agrees to abide by any and all local laws and ordinances applicable to pet(s) and not allow it to become a nuisance at any time.

m. Premises shall be a smoke free zone and smoking shall not be permitted inside or outside the residence, which includes electronic cigarettes and vaping.

n. If the Premises are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant acknowledges review and receipt of the C.A. Documents. Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises. In the event any fine or specific assessment is levied against the Premises or the Landlord thereof because of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as Additional Rent.

o. Trampolines are NOT permitted on the premises.

13. <u>MOVE-IN AND MOVE-OUT STATEMENTS</u>:

a. Prior to Tenant tendering the Security Deposit, Landlord shall provide Tenant with a comprehensive list of any known existing damages to the Premises ("Move-In Statement"). Prior to taking possession, Tenant will be given the right to inspect the Premises to ascertain the accuracy of the form. Both Landlord and Tenant shall sign the form and Tenant shall be entitled to retain a copy of the form.

b. Landlord shall provide Tenant with a statement listing the exact reasons for the retention of the Security Deposit or for any deductions therefrom ("Move-Out Statement"). 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 Holder, Holder 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 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.

c. Holder shall send the Move-Out Statement, along with the balance, if any, of the Security Deposit, to Tenant on or before it is due under state law. The Move-Out Statement shall be delivered by DocuSign and mailed to Tenant at the last known address of Tenant via first class mail. If the letter containing the payment is returned to Holder undelivered and if Holder 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.

14. **RIGHT OF ACCESS**: Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access Premises or Property to inspect, repair, and maintain the same and/or to show the Premises and Property to prospective tenants and buyers. In addition, Landlord and Landlord's agents-may enter the Property and Preemies at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last 60 days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to bold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages (see 16.E.ii.).

15. **MARKETING:** Tenant hereby acknowledges and agrees that as part of Owner's right to market the Property, Owner and Owner's agents shall have the right (without any further approvals needed by Tenant) to take pictures and video of Tenant's property and the furniture and property located therein (hereinafter collectively referred to as "Property") so that prospective tenants and/or buyers can see how the space looked when occupied. Tenant hereby:

a. Gives permission for such pictures and video of the Property to be taken, used and distributed in any and all media and for any and all marketing purposes.

b. Agrees that such pictures and video may be of the inside and outside of the Property.

c. Acknowledges that Owner or Owner's agents shall give Tenant at least forty-eight (48) hours advance notice prior to taking such pictures and video so that Tenant can put away anything which Tenant does not want to be in any picture or video and make the Property presentable for taking pictures and video.

d. Agrees that in taking pictures and video, Owner and Owner's agents shall have the right to rearrange the furniture and personal property in the Property to present the Property in its best light in the sole judgment of Owner and/or Owner's agents. (Owner and/or Owner's agents shall use their best efforts to put all furniture and other property back in its original location when finished taking pictures and/or video).

e. Tenant shall have no legal or other ownership interest in any of the pictures and/or videos of the

Property.

f. The termination of the Lease shall not terminate the rights of Owner and Owner's agents to continue to use and distribute any pictures and video taken of the Property.

16. DEFAULT AND REMEDIES:

a. Default Generally: Tenant shall be in default of this Lease upon the occurrence of any of the following: (i) Tenant fails to abide by any term of this Lease, (ii) Tenant files a petition in bankruptcy, (iii) Tenant fails to timely pay Rent, Additional Rent, or other amounts owed to Landlord under this Lease, (iv) Tenant fails to reimburse Landlord for any damages, repairs or costs to the Premises (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees, and guests, (v) Tenant abandons the Premises prior to the end of the Lease, (vi) Tenant shuts off any of the utilities serving the Premises without the consent of Landlord, and/or (vii) Tenant fails to maintain Minimum Required Insurance or pay the Purchase Cost, as defined herein (each an "Event of Default").

b. Opportunity to Cure Non-Monetary Default: If an Event of Default occurs, except for a monetary default, Landlord shall provide Tenant notice of the same and a three (3) day opportunity to cure such Event of Default.

c. Remedies for Default: If a monetary Event of Default occurs or if Tenant fails to cure a non-monetary Event of Default hereunder, Landlord shall have the right to terminate Tenant's possession of the Premises and/or terminate the Lease by providing notice to Tenant. All Rent, Additional Rent, and other sums owed to Landlord through the end of the Term of the Lease and any Liquidated Damages set forth herein shall immediately become due and payable upon the termination of the Lease due to an Event of Default. Such termination shall not release Tenant from any liability for any amounts due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

d. Attorney's Fees and Costs: In the event an action is filed against Tenant for recovery of amounts owed under this Lease, Landlord shall be entitled to a reasonable attorney's fee of fifteen percent (15%) of any amounts owed hereunder, plus all court costs and costs of collection

e. Additional Liquidated Damages: Landlord and Tenant agree that quantifying losses arising from any of the below events is inherently difficult, and further stipulate that the agreed upon sums are not penalties, but rather are a reasonable pre-estimate measure of actual damages (collectively, "Liquidated Damages").

   i. Halt Dispossessory Action: If a dispossessory action is filed against Tenant which is subsequently resolved, Tenant agrees to pay a $300.00 fee plus an administrative fee of $250.00 for each occurrence.

   ii. Denial of Access Charge: Tenant agrees to pay $250.00 for each incident where Tenant denies Landlord access to the Premises as described elsewhere herein.

   iii. Unauthorized Pet Charge: Tenant agrees to pay $2,000.00 per incident, with each day the violation occurs being deemed a separate incident.

   iv. Unauthorized Smoking: Tenant agrees to pay $2,000.00 per incident, with each day the violation occurs being deemed a separate incident.

   v. Unauthorized Utility Disconnection: Tenant agrees to pay $250.00 for each such incident.

17. INDEMNIFICATION AND LIMITATIONS OF LIABILITY:

a. Claims. Tenant shall defend, indemnify and hold Landlord and Owner harmless from and against any and all action, costs, claims, losses, expenses and/or damages ("Claims"), including reasonable attorney's fees sustained by Landlord attributable to the gross negligence or willful misconduct of Tenant or any of its agents, contractors, or invitees, including, without limitation, property damage and/or injury or death to any person or persons occurring on the Premises.

b. Possession**.** Neither Landlord nor Owner shall be liable for damages to Tenant for failure to deliver possession of the Premises to Tenant at the Lease Start Date if such failure is due to no fault of the Landlord. Landlord shall use its best efforts to give possession of the Premises to the Tenant at the Lease Start Date.

c. Personal Property Loss; Insurance. Storage of personal property by Tenant in Premises shall be at Tenant's sole risk. Tenant is required to maintain for the duration of the Lease a renter's insurance policy covering the Tenant's personal property in an amount to be determined by Tenant and liability insurance coverage in an amount of at least $300,000.00, and the insurance policy shall name Key Locations Property Management LLC, 1035 Lake Windward Overlook, Alpharetta, Georgia 30005 as an additional interested party ("Minimum Required Insurance"). Tenant shall furnish to Landlord a current certificate of insurance for the Minimum Required Insurance prior to occupancy of Premises and at the time any renewal of this Lease. If at any time Tenant does not have Minimum Required Insurance, Tenant shall be in default of the Lease. Landlord, at its sole option, may purchase the Minimum Required Insurance coverage on Tenant's behalf and Tenant shall immediately reimburse Landlord for all costs and expenses associated therewith ("Purchase Cost"). In such event, the Purchase Cost shall be deemed Additional Rent and due with the next installment of Rent. Tenant shall defend, indemnify and hold Landlord and Owner harmless from any claims, causes of actions, or damages, including reasonable attorney's fees, relating to Tenant's loss of any personal property on Premises.

d. Miscellaneous. Tenant shall defend, indemnify and hold Landlord and Owner harmless from any claims, causes of actions, or damages, including reasonable attorney's fees, relating to Tenant's breach of the terms of this Lease, Tenant's failure to comply with any requirements imposed by any governmental authority, and any judgment, lien, or other encumbrance filed against the Premises, as a result of Tenant's action or inaction

e. The foregoing Paragraph and all subparagraphs shall survive termination of this Lease.

18. DISCLAIMERS:

a. Brokerage Relationships in this Transaction: The Leasing Broker is Key Locations Property Management LLC working with Tenant as a customer. The Listing Broker is Key Locations Property Management LLC, working with owner of the Premises ("Owner") as a client.

b. Material Relationship Disclosure: _____

c. Security Disclaimer: Tenant acknowledges that: (i) crime can occur in any neighborhood including the neighborhood in which Premises is located; and (i) while Landlord may from time to time do things to make Premises reasonably safe, Landlord is not a provider or guarantor of security in or around Premises. Tenant acknowledges that prior to occupying Premises, Tenant has carefully inspected all windows and doors (including locks for same) and all exterior lighting and found these items: to be in good working order and repair; and reasonably safe for Tenant and Tenant's family members, guest and invitees knowing the risk of crime. If during the term of this Lease any of the above items become broken or fall into disrepair, Tenant shall give written notice to Landlord of the same immediately.

_____ Landlord Initial _____ Tenant(s) Initials

d. Lead Based Paint: For any Premises built prior to 1978, Tenant acknowledges that Tenant has received and read the Lead-Based Paint Pamphlet (CB04) and signed the Lead-Based Paint Exhibit (F918) 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 Renovate Right brochure (http://www.epa.gov/lead/pubs/renovaterightbrochure.com).

e. General: Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises which may affect the Premises or; and the uses and zoning of the Premises whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises and such tasks clearly fall outside the scope of real estate brokerage services.

19. TIME OF ESSENCE: Time is of the essence of this Lease.

20. JOINT AND SEVERAL OBLIGATIONS: The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.

21. ENTIRE AGREEMENT: This Lease sets forth the complete agreement of the parties hereto and no modification hereof shall be binding unless in writing and signed by the parties hereto.

22. ASSIGNMENT: Tenant shall not assign this Lease without the prior written consent of Landlord. Landlord may assign this Lease upon written notification provided to Tenant, with Tenant continuing to be bound to all terms and conditions of this Lease.

23. TERMINATION FOR CASUALTY: If the Premises are rendered untenable by fire, storm, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as of that date.

24. CONDEMNATION: In the event that the Premises or any part thereof is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemner. Tenant waives all claims against Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which Landlord may receive, hereby quitclaiming all interest therein to Landlord.

25. ABANDONMENT: Premises shall be considered abandoned if some or all of the following have occurred: discontinuation of utilities, failure to respond to Landlord's notices, communications, or eviction proceedings, or removal of a substantial amount of Tenant's personal property. Title to any abandoned personal property shall vest in Landlord. Landlord may sell, store, or dispose of abandoned personal property without notice. Landlord shall have the right to re-key, re-enter, and re-let Premises without obtaining a writ of possession if an abandonment has occurred.

26. NOTICES: All notices given hereunder shall be in writing, legible and signed by the party giving notice. The addresses for such notice shall be indicated below each Party's signature block. A notice shall be

delivered through (i) personal delivery, (ii) courier, overnight delivery service or certified or registered mail, or (iii) by e-mail. A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (i) actual receipt of the written notice, (ii) delivery to an address if by courier, overnight delivery service or certified or registered mail, or (iii) the date the written notice is sent if by e-mail.

27. GOVERNING LAW: This Lease shall be governed by the laws of the State of Georgia, without consideration of conflict of law principles, and shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto. Venue for any action filed which concerns this Lease or the Premises shall be filed in the magistrate, state, or superior court of the County in which the Premises is located.

28. COUNTERPARTS: This Lease may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original. Delivery of an executed counterpart of a signature page of this Lease by electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Lease.

29. ADDENDUMS: All addendums and exhibits attached hereto and listed below or referenced herein are made a part of this Lease. If any such addendum or exhibit conflicts with any provision of this Lease, said addendum or exhibit shall control:

a. Notice to Vacate ☐
b. Move-In Condition Report ☐
c. Pet Addendum ☐
d. _____ ☐
e. _____ ☐
f. _____ ☐

30. SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any addendum, exhibit, or preceding paragraph (including any changes thereto made by the parties), shall control:

IN WITNESS WHEREOF, the parties have caused this Lease to be executed, the day and year first above written:

TENANT(S):

Tenant's Signature

Print or Type Name Date

Tenant's Address for Receiving Notice

Tenant's Phone Number: [ ] Cell [ ] Home [ ] Work

Tenant's E-mail Address

Tenant's Signature

Print or Type Name Date

Tenant's Address for Receiving Notice

Tenant's Phone Number: [ ] Cell [ ] Home [ ] Work

Tenant's E-mail Address

Tenant's Signature

Print or Type Name Date

Tenant's Address for Receiving Notice

Tenant's Phone Number: [ ] Cell [ ] Home [ ] Work

Tenant's E-mail Address

LANDLORD:

Landlord's Signature

Key Locations Property Management, LLC as agent for Landlord
Print or Type Name

Date

1035 Lake Windward Overlook, Alpharetta, GA 30005
Landlord's Address for Receiving Notice

(877) 744-3455
Landlord's Phone Number: **[ ]** Cell **[ ]** Home **[X]** Work

info@keyrentalhomes.com
Landlord's E-mail Address

LEASING BROKER:

Key Locations Property Management LLC
Leasing Broker

Leasing Broker's Signature

Deryk Harper
Print or Type Name

244568
GA Real Estate License #

Atlanta REALTORS® Association
REALTOR® Membership

1035 Lake Windward Overlook, Alpharetta, GA 30005
Broker's Address

(877) 744-3455
Broker's Phone Number

info@keyrentalhomes.com
Broker's E-mail Address

KLPM01
MLS Office Code

H-60607
Brokerage Firm License Number

LISTING BROKER:

Key Locations Property Management LLC
Listing Broker

Leasing Broker's Signature

Deryk Harper
Print or Type Name

244568
GA Real Estate License #

Atlanta REALTORS® Association
REALTOR® Membership

1035 Lake Windward Overlook, Alpharetta, GA 30005
Broker's Address

(877) 744-3455
Broker's Phone Number

info@keyrentalhomes.com
Broker's E-mail Address

KLPM01
MLS Office Code

H-60607
Brokerage Firm License Number