

# DECADE PROPERTIES, LLC 2019 RENTAL AGREEMENT

DATE:	
PROPERTY ADDRESS:	
MANAGEMENT:	Decade Properties, LLC • P.O. Box 311 • Suwanee GA 30024
RESIDENT(S): (list <u>all</u> occupants)	
APPLIANCES:	Electric stove & hood, refrigerator, dishwasher, ceiling fans
BEGINNING DATE:	
TERMINATION DATE:	at <u>NOON</u> , 12:00 pm (3-Year Lease)
MONTHLY RENTAL:	\$_____/mo, based on a ____-year lease. See Item 3, "Prompt Pay" discount.
SECURITY DEPOSIT:	\$_____. Funds to be held at First Citizens Bank, Satellite Blvd branch, Duluth GA
PET DEPOSIT:	\$250/pet, refundable, does not include Pet Cleaning Fee.
PET CLEANING FEE:	\$150/pet, NON-REFUNDABLE.
DESCRIBE PETS ALLOWED, IF ANY:	

Attached hereto is the sole and entire rental agreement between the aforementioned management and resident, and both parties acknowledge receipt of completed copies. No oral statements shall be binding. No modification of this agreement shall be binding unless attached hereto and signed by all parties. Unless otherwise indicated, all parties acknowledge that management is not a licensed real estate broker. The management represents the owner of the subject property, and will be paid by the owner for professional services rendered. In witness whereof, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year above written.

Signature and Address of Management:      Pamela Wilkinson, Property Manager, 404.406.6341 Decade Properties, LLC • P.O. Box 311 • Suwanee GA 30024	Signature of Resident(s) and Date:
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LEAD BASED PAINT: \_\_\_\_YES or \_\_\_\_NO. If any improvements on this premises were built prior to 1978, then Resident acknowledges that Resident has received, read, and signed the Lead Based Paint disclosure attached hereto and incorporated herein by reference, and has received a copy of the brochure PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.

Initialed: \_\_\_\_\_

## RESIDENTIAL RENTAL AGREEMENT



DATE: \_\_\_\_\_ PROPERTY ADDRESS: \_\_\_\_\_

In consideration of the sum of Ten Dollars (\$10.00), the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the aforementioned Resident does hereby rent, and the Management hereby rents to them the dwelling located at the aforementioned Property Address ("the Premises") for the period commencing at 8:00 am on the aforementioned Beginning Date, and monthly thereafter until noon on the aforementioned Termination Date, at which time this Agreement is terminated. Resident, in consideration of Management permitting them to occupy the premises, hereby agrees to the following terms and conditions:

1. **FAIR HOUSING:** Management is committed to Title VIII of the Civil Rights Act of 1968, as amended, and to renting the Premises without regard to race, color, religion, national origin, age (except as specifically provided for in the Fair Housing Act, as amended), sex, disability, or familial status.
2. **RENT:** Rent shall be the aforementioned "Monthly Rental" per month, payable in full and in advance, without notice or demand, upon the first day of each calendar month to Management at the address specified as "Address of Management", or at such other place as may be designated by Management from time to time. Rent checks received in advance will be deposited only on the due date.
3. **"PROMPT-PAY" - DISCOUNT RENT:** There is a \$50.00 discount off the above Monthly Rental if the rent is received by Management prior to 12:00 p.m. (NOON) on or before the first day of the month. The resident bears responsibility for delivery - mailing the rent does not constitute payment.
4. **LATE FEES:** Time is of the essence. If the rent is not paid on the fifth day of the month, a charge of ten percent (10%) of the monthly rent shall be paid by Resident to Management as liquidated damages for services required by Management in collecting rent. If the rent is not paid on the tenth day of the month, an additional charge of ten percent (10%) of the monthly rent shall be paid by Resident to Management as liquidated damages for services required by Management in collecting past due rent, and a further penalty of \$25.00 per day thereafter until the rent is paid shall be paid by Resident to Management as additional rent, due and payable each day. Each daily failure to pay such additional rent shall be a separate event of default. In the event any check given by Resident to Management is returned by the bank unpaid for any reason, Resident shall pay a \$50.00 return check fee to Management in addition to the aforementioned daily late fees, with all subsequent monies thereafter due and payable in bank certified funds. Bad checks exceeding \$500.00 are felonies and are punishable by fines between \$500.00 and \$5,000.00 or by imprisonment not exceeding three years, or both.
5. **SECURITY DEPOSIT:** The security deposit set forth, if any, shall secure the performance of Resident's obligations hereunder. Management may, but shall not be obligated to, apply all or portions of said deposit on account of Resident's obligations hereunder, and may, but is not obligated to, maintain such funds in an interest-bearing account. Any interest accruing shall become the property of Management or Agent for Management. Any balance remaining upon termination shall be returned to Resident. Resident shall NOT apply the Security Deposit in payment of the last month's rent, unless prior written consent has been given by the Management. Nothing in this agreement shall preclude the Management from retaining the security deposit for nonpayment of rent or of fees, for abandonment of the premises (abandonment fee shall be equal to one month's rent), for nonpayment of utility charges, for repair work or cleaning contracted for by the resident with third parties, for unpaid pet fees, for cleaning fees, or for actual damages, in excess of normal wear and tear, caused by the resident or by a guest or a licensee of the Resident, or by Resident's breach. Resident specifically acknowledges receipt of the completed and signed MOVE-IN INSPECTION LIST prior to the tendering of any security deposit.
6. **RETURN of SECURITY DEPOSIT:** The aforementioned security deposit will be returned to resident within thirty days after dwelling is completely vacated and all keys returned IF:
  - a) lease term has expired or agreement has been terminated in writing by all parties, and b) all rent, fees, charges and monies due Management by Resident have been paid, and c) dwelling is not damaged beyond normal wear and tear, and d) dwelling is returned in clean, ready-to-rent condition following the list in Appendix B. "Move In & Move Out Clean Checklist," with all trash, debris, and personal items completely removed from dwelling and premises, and e) property is returned with the yard freshly maintained if such maintenance is required under this agreement, and all door keys and garage door openers, if any, have been returned to Management, and f) Resident shall give written notice to Management of Resident's forwarding address.

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7. BREACH OF CONTRACT; EARLY TERMINATION: A or B (CHECK ONLY ONE) Unchecked item does not apply to this agreement:

A. \_\_\_\_\_ Resident may terminate this agreement prior to previously stated TERMINATION DATE by doing all of the following: a) Giving Management sixty (60) days written notice, b) Paying all monies due through new date of termination, c) Paying an amount equal to the aforementioned MONTHLY RENTAL as an Early Termination Fee, d) Returning dwelling and premises in a clean, ready-to-rent condition, and e) Paying a prorated portion of expenses for repainting and cleaning based on the ratio of the number of months then remaining in the initial term to the number of months originally in the initial term. Any notice for early termination must be signed by all residents.

B. \_\_\_\_\_ In addition to any other obligations established under paragraph 6, in the event of termination by Resident prior to completion of the original term of the Agreement, Resident shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Resident's Security Deposit.

8. USE: The premises shall be used solely as a residence and shall be occupied only by persons named above as Residents. Occupancy by guests staying over seven days will be in violation of this provision. No pets of any kind shall be brought on the premises without the prior written consent of Management. Resident shall not have water-filled bedding or furniture on the premises without prior written consent of the Management. Resident and its guests shall comply with the laws, ordinances, restrictions, and regulations of any governmental authority having jurisdiction at the premises. Resident shall not use premises or permit it to be used for any disorderly or unlawful purpose. In the event Resident or any of its household, or their guests or invitees are arrested or indicted for an unlawful activity occurring on premises and said charges are not dismissed within thirty (30) days thereafter, Resident shall be deemed in default of this agreement and Management may terminate this agreement immediately.

9. MAINTENANCE, REPAIRS OR ALTERATIONS: Resident has inspected property and acknowledges that the premises are in good order and repair, and resident accepts the premises "as is", unless otherwise indicated herein. Resident shall at its own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Resident shall be responsible for damages caused by his negligence and that of his family, or invitees, or guests.

Resident shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Management. Resident shall mow, irrigate and maintain any surrounding grounds, including lawns and shrubbery and gutters, and keep the same clear of rubbish, weeds, or leaves if such grounds are a part of the premises and are available for the exclusive use of the Resident. In the event that Resident fails to maintain lawns or gutters or shrubbery which are a part of premises, Management, after attempting to notify Resident, may, but is not required to, maintain lawns, gutters and/or shrubbery by using a professional yard maintenance service. The cost of any such yard maintenance service will be paid by the Resident.

10. REPAIRS: All parties specifically agree that all notices from Resident to Management regarding a need or request for repairs shall be in writing and shall not be verbal. Management will make necessary repairs to the dwelling and systems including electrical, plumbing, heating and water heating with reasonable promptness after receipt of written notice from resident for major deficiencies, which create unsafe or untenable conditions. Major deficiencies are those requiring repairs to the property's structure or to any of the following systems: electrical, plumbing, heating, built-in air conditioning and built-in appliances. Resident agrees to bear the first \$60.00 of the cost of repairs for major deficiencies during each calendar month. Management will bear all costs above the first \$60.00 for repairs for major deficiencies. If any damage, beyond normal wear and tear, is caused by resident or his guest, resident agrees to pay management the cost of repair with the next rent payment or upon termination of this agreement, whichever comes first.

Resident shall be responsible for the full cost incurred for a service call and/or repair under the following conditions: a) no problem was found to exist, b) the problem was the direct cause of the negligence or actions of Resident or its household or guests, c) the problem was found to be in an area for which Resident is responsible under this Agreement. **At all times, Resident shall be fully responsible for the cost of incidental repairs and/or routine maintenance, including (but not limited to): light bulb replacement, tightening of screws or bolts, seasonal filter replacements every spring and fall (at minimum,) gutter cleaning, unclogging toilets or drainage systems later determined to be caused by the introduction of inappropriate substances or materials..**

11. UTILITIES: Resident shall be responsible for the payment of all utilities and services. Within four business days of the beginning of the lease and for the entire term of this agreement, Residents shall place utilities for the Premises into their names, maintain uninterrupted service, and timely pay all utility bills, including electricity, water and sewer. Resident shall pay all charges of utility providers because of late payment or other default. Management is not responsible for utility service interruptions that are beyond its control or due to necessary repairs, replacements, or alterations.

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**Failure to maintain connection of electricity, water, and sewer service to the premises shall constitute an event of default** under this agreement, and Management shall be entitled to seize and secure premises, and to restore utility service to the premises for its protection, and resident agrees to bear the cost of any such seizure and/or restoration, including, but not limited to, locksmith fees for gaining entry to premises.

12. FROZEN OR BROKEN WATER PIPES: During cool weather, resident agrees to maintain sufficient heat in dwelling and to leave faucets dripping in order to prevent frozen or broken water pipes. Damage to plumbing, the dwelling, and/or personal property from frozen or broken water pipes **will not be considered normal wear and tear** and shall be the responsibility of the resident.

13. REQUIRED RENTERS INSURANCE. Landlord, Owner, or Manager does not maintain insurance to cover the personal property of Tenant(s) or personal injury to Tenant(s), their guests or occupants. Tenant(s) is required to obtain rental insurance in the amount of \$300,000 public liability and \$50,000 property damage from whatever cause to his person or property and to the person or property of those on the premises with his consent, and Tenant(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the tenancy. Tenant(s) is responsible to obtain insurance within seven (7) days of residing on the Premises. Should any injury or damage occur within the first seven (7) days or prior to obtaining rental insurance, Tenant(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage. Residents shall obtain specified coverage and provide management with acceptable proof thereof prior to receiving possession of the premises.

14. KEROSENE HEATERS OR APPLIANCES: The resident agrees not to use any form of Kerosene heater or space heater in the dwelling.

15. SERVICES: Availability of deliveries, including United States mail, and/or services such as Security Alarm, Internet, Telephone, Cable or satellite service to the premises is not guaranteed, and any receptacle or installation costs or repair charges are the sole responsibility of the resident. Should the initiation or alteration of any of the above types of services cause damage to the premises, Resident shall be responsible for the costs to remove such wiring and equipment and to repair said damage prior to the termination of the agreement.

16. SMOKE DETECTORS: The resident acknowledges the presence of a working smoke detector on each level of the premises and agrees to test the detector(s) weekly for proper operation, and further agrees to replace batteries when necessary. Resident agrees to notify Management immediately in writing if any unit fails to operate properly during any test. Resident acknowledges that he understands how to test and operate the smoke detector(s) in this property.

17. LOCKS: Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors on the premises without the prior written consent of the management. If the addition or changing of such locks is consented to, the resident shall provide management with original keys to such locks. In the event that Resident changes or adds to locks without consent from management, then Resident agrees that Management may contact a locksmith to make keys for the altered and/or new locks or to replace them, and Resident further agrees to pay for such locksmith expenses.

18. RIGHT OF ACCESS: Management or its agents may enter the Premises at any time in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, or for other purposes reasonably related to the operation of the building, and to show the Premises for sale or lease. Except during an emergency or when Landlord reasonably believes there is a potential threat to life and/or property, all entries shall be made during reasonable hours, and Landlord shall make reasonable efforts to inform Tenants of its intention to enter and to establish a mutually acceptable time. Management may display interior and exterior of property to any prospective tenants or purchasers and place "for rent" or similar signs on property, and Resident shall not remove same.

19. INDEMNIFICATION: Management shall not be liable for any damage or injury to the Resident, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Management, his agents, or his employees. Resident does hereby indemnify, release, and save harmless management and management agents from and against any and all suits, actions, claims, judgments, and expenses arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this lease or the use of this premises.

20. DEFAULT: If Resident shall fail to pay rent when due, or fail to perform any term hereof, then Management, at its option, may terminate all rights of Resident hereunder, unless Resident, within two days after notice thereof, shall cure such default. All property on the premises is hereby subject to a lien in favor of Management for payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Resident, Management may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it comes due, or (b) at any time, terminate all of Residents

rights hereunder and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided.

21. ESCALATION CLAUSE: The Management shall reserve the right to increase the rent during the term of this lease upon a 60-day written notice to the resident. The Resident shall approve or reject this proposal in writing within seven days of receipt. Upon rejection, the Management may, at its option, cause the Termination Date to be accelerated to a date not less than 60 days following the date of rejection as stated in writing.

22. POSSESSION: If Management is unable to deliver possession of the premises at the commencement hereof, Management shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Resident shall not be liable for any rent until possession is delivered. Resident may terminate this agreement if possession is not delivered within 7 days of the start of the term hereof.

23. DAMAGE TO THE PREMISES: If the premises are totally destroyed, or so substantially damaged as to be untenantable by storm, fire, earthquake, flooding, or other casualty not the fault of resident, this lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between management and resident as of that date. If the leased premises should be damaged (but not rendered wholly untenantable) to the extent that management shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

24. ASSIGNMENT AND SUBLETTING: Resident may not sublet all or any portion of premises or dwelling or assign this lease without the written consent of Management.

25. ATTORNEY'S FEES: In any legal action to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

26. WAIVER: No failure of Management to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent (or any payment marked "payment in full") be deemed a waiver of Management's right to the full amount thereof. All remedies under this Agreement by law or equity shall be cumulative.

27. NOTICES: a. Generally: All notices given hereunder shall be in writing, legible, and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person, with receipt or contemporaneous written documentation; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"). The person delivering or sending the written notice signed by a party may be someone other than the sending party.

b. Delivery of Notice: A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur:

(1) the actual receipt of the written notice by a party, or (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created. Notice to a party shall not be effective unless the written notice is sent to an address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

c. When Broker Is Authorized to Accept Notice for Client: No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive written notices on behalf of Landlord and written notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein).

d. Management is authorized to act on behalf of owner with respect to this agreement, to manage the premises, and is owner's duly designated agent for service of process with respect to any matter arising under this agreement.

e. Upon their move-out, Resident agrees to notify Management, in writing at time of move-out, of a forwarding address where Resident will receive U.S. mail. In the event that Resident fails to provide a forwarding address upon move-out, Management shall mail the Move-Out Statement to Resident's last known address.

28. HOLDING OVER: If the resident should hold over on the premises after expiration of the term of this lease and with the consent of Management, the possession shall not be construed as a renewal for the same term, but shall be construed as a month to month

tenancy in accordance with the terms hereof, as applicable. The new monthly rental for this month to month tenancy shall be established at the above-mentioned MONTHLY RENTAL plus an additional twelve percent (12%) and shall commence on the first day after failure to vacate on the original termination date. Either party must give to the other a minimum thirty (30) day written notice of intention to terminate tenancy during any such month to month tenancy, with such notice becoming effective on the last day of the month in which it was received. There shall be no renewal of this lease by operation of law.

29. EVICTION: If the rent called for under this agreement has not been received by the fifth day of the month in which it is due, then Management or its agent shall have the right to assert all legal and contractual remedies to enforce this lease and, without limitation to any other remedy, may notify resident to Pay Rent or Quit, take out a Dispossessory Warrant and have Resident, his or her family and possessions evicted from the premises.

30. APPLIANCES: The stove, refrigerator, and window air conditioners, and/or any other appliances, if any, delivered with the property are for the convenience of the Resident, but are not guaranteed to operate for the duration of this agreement. If resident makes use of these items. resident agrees to return same at end of lease in same condition as at beginning of lease. Items of personalty delivered with the property are listed previously as "Appliances."

31. HAZARDOUS PRODUCTS: Any product or material that is a potential environmental hazard shall not be stored at the Property Address, except in quantities expected to be used in a residence in a one-year period, nor shall such product or material be disposed of in any manner inconsistent with applicable federal laws and regulations.

32. SECURITY ACKNOWLEDGMENT: Resident understands and agrees that (1) criminal activity may occur in any area (including the neighborhood surrounding the Property); and (2) neither the Owner nor Management is a provider or guarantor of security in and around Property. Resident agrees that, before moving in, Resident has made a careful inspection of all door and windows and the locks provided with them as well as all exterior lighting fixtures, and Resident has determined that these items are a) in good working condition and that it is b) reasonably safe for Resident, its household members and guests, each understanding the risk of crime that exists in our society today. Resident further agrees to notify Management in writing immediately if any of the above items falls into disrepair or needs repair or replacement.

33. NO ESTATE IN LAND: This lease shall create the relationship of landlord and tenant between management and resident; no estate shall pass out of the management; resident has only a usufruct and not an estate for years.

34. SEVERABILITY: In the event that any part of this lease be construed as unenforceable, the remaining parts of this lease shall be in full force and effect as though the unenforceable part or parts were not written into this lease.

35. PEST CONTROL: Landlord will be responsible for termite and rodent control. Pest control is the responsibility of the resident. Infestation of insects and rodents is the presumed result of their attraction to food, garbage and unclean areas. Insects, ants, roaches and rodents must have a food source to stay in a building or area. Since the resident is responsible for cleanliness of the rented area, the landlord is not responsible for insects or pests that may enter the building. The tenant must maintain a clean unit and regular garbage pickup at tenant's expense. In the event that tenant fails to fulfill its responsibilities under this paragraph, then Management reserves the right to obtain professional pest control services for the Premises and bill same to Resident.

36. GENDER: In all references herein to resident, the use of the singular number is intended to include the appropriate number as the text of this lease may require. Each resident shall always be jointly and severally liable for the performance of every agreement and promise made herein.

37. LEGAL DESCRIPTION: The full legal description of the said Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this agreement by reference.

38. FLOOD HAZARD: Unless otherwise stipulated herein, Management has no knowledge of past flooding at the premises.

39. MOLD AND MILDEW: Resident acknowledges that mold and/or mildew can grow on any portions of the property that are exposed to elevated levels of moisture. Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep premises clean, and take other steps and measures to retard and prevent mold and mildew from accumulating inside or around the dwelling.

Resident agrees to clean and dust the interior and exterior of the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the premises. Resident also agrees to immediately report to Management in writing: (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold-like or mildew-like growth that cannot be removed by simply applying a common

household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Property; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Property and to Resident's property as well as injury to Resident and its family members or guests resulting from Resident's failure to comply with the terms of this paragraph.

40. ABANDONMENT: All parties specifically agree that abandonment shall be presumed conclusively if rent is due and unpaid for at least fifteen (15) days following the due date AND at least one of the following conditions shall exist:

(1) a substantial portion of Residents possessions have been removed from the premises, or (2) relatives or acquaintances of Residents or other reliable sources advise Management that Residents have left without intending to re-occupy the Premises, or (3) electric or water or natural gas service to the Premises has been terminated.

If Residents abandon or surrender the Premises at any time, and leave personal property there, Management shall inventory such personal property, and shall make diligent and reasonable efforts to notify Resident of Management's intention to dispose of said personal property at the end of a seven (7) day storage period. If, at the conclusion of the storage period, Resident has not made arrangements to retrieve said personal property, Management may dispose of it however Management deems appropriate, including (but not limited to) setting same on the street, or donating same to charitable causes, or arranging for pick-up by a waste collection service, and Resident shall reimburse Management for all costs it incurs in that regard.

41. The Premises located at the Property Address shall be a **smoke-free zone, inside and outside the building**, and smoking shall not be permitted therein.

42. ADDENDA:

All exhibits and addenda attached hereto, if any, are hereby incorporated into this Lease and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

- ☐ ADDENDUM A: 2019 SMOKEFREE\_LEASE
- ☐ ADDENDUM B: 2019 MOVE-OUT CLEANING CHECKLIST
- ☐ ADDENDUM C: 2019 PET LEASE
- ☐ ADDENDUM D: RENTAL MOVE-IN AND MOVE-OUT CHECKLIST

In Witness Whereof, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year above written.

Management \_\_\_\_\_ Date: \_\_\_\_\_  
Pamela Wilkinson, Property Manager

Resident(s) \_\_\_\_\_ Date \_\_\_\_\_

Resident(s) \_\_\_\_\_ Date \_\_\_\_\_

Resident(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees and or collection fees incurred in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor: \_\_\_\_\_ Date \_\_\_\_\_

PRINTED NAME OF GUARANTOR: \_\_\_\_\_

**Address of Management: Decade Properties, LLC, P.O. Box 311 Suwanee, GA 30024**

Initialed: \_\_\_\_\_