



**PROPERTY SERVICES OF ATLANTA, INC.  
RESIDENTIAL RENTAL AGREEMENT**

**Resident Address:** This agreement (hereinafter called "Lease") is between **PROPERTY SERVICES OF ATLANTA, INC.** (agent for owner hereafter called "Management") and

Individuals Named On Lease:
Tom Smith
Tom Smith
Tom Smith

(hereinafter called "Resident"). Each Resident is jointly and severally liable for all Lease agreement obligations. Management Leases to Resident and Resident Leases from Management premises known as **123 Any Street Any City, Any State Zip Code .** as recorded in the Office of the Clerk of the Superior Court of **Any County , County, Georgia,** and made a part of this description, ("hereinafter called Premises") under the following conditions:

**Occupants:** All adults intending to occupy Premises are listed above and agree to sign this Lease. Resident warrants that the above mentioned persons will be the only adult occupants and the total number of adults and minors occupying Premises shall not exceed **Quantity in Home.**

**Original Term:** This Lease shall begin at 12 noon **BEGINNING DATE OF LEASE** and end at 12- noon the day of **END DATE OF LEASE** (hereinafter referred to as the "Anniversary Date"). If there is a delay in the delivery of possession by Management, rent shall be adjusted to a daily basis if already paid until possession in granted. If possession is not granted within seven (7) days after the beginning of original term, then Resident may void this Agreement and have full refund of any deposit. Management shall not be liable for damages in delay.

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

**Notice:** Verbal notice is insufficient under any circumstances. Written notice must be made by certified or registered mail, return receipt requested. Termination of a tenancy shall occur on the last day of the month.

**Right to Terminate:** Either party may terminate this Lease, without penalty, with a sixty (60) day written notice prior to the end of the Lease and the term of the Lease has been fulfilled. If the Lease term has not been fulfilled by the Resident, revert to paragraph 17 for all applied terms and penalties.

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

of the month plus an additional rent charge of \$10.00 per day starting on the 11th for each day rent is unpaid. Eviction proceedings can be started at any time with proper notice given.

**Checks sent via the mail are done so at the sender's own risk.** Rents will be considered unpaid until actually received by Management. **(c) Checks:** Resident are welcome to use checks, unless rent is late or your bank, for any reason refuses any check. If a check is returned, Resident agrees to pay a **\$50.00 charge plus the all late charges/rents as described above.** Any future payments must be made in cash, certified check or money order. Management may, upon 15 day written notice, require certified funds for any reason. Resident are also invited to pay online through the company's portal which is the recommended method of payment. Resident agrees to pay a small convenience fee that is applied through the 3<sup>rd</sup> party entity. Should the Resident fail to renew this Lease at the end of the 4<sup>th</sup> Anniversary Date, the Lease will be considered as a hold over and the rental amount shall increase to THREE TIMES of the Current Rental Rate as described in 1(a) and charged daily. The Resident will have no rights to remain in the property in the event of an expired or terminated Lease and will be considered as a hold over.

**(d) Allocation:** All funds received from Resident shall first be applied to outstanding late fees, NSF fees, administration fees, warrant fees, maintenance charge backs and any other fees due Management under this Lease, then rent and outstanding balances will be considered late.

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

**Security Deposit and Administrative Fee 2.** Resident agrees to pay Management **\$200.00 as a non-refundable** Administration fee, Plus **AMOUNT OF REFUNDABLE DEPOSIT (AMOUNT OF REFUNDABLE AND NON REFUNDABLE )** as a Security Deposit for fulfillment of Resident's obligations under the terms of this Lease. Security Deposit must be paid in certified funds at time of the move-in inspection or before. The Security Deposit only will be returned without interest within one (1) month after the termination of this Lease, or the surrender and acceptance of the Premises, unless retained by Management for such causes as provided below: **(a)** Resident acknowledges and agrees that said Security Deposit may be placed in an interest bearing account and that Management will retain the interest earned on said deposit. The Security Deposit shall be deposited and held in an Escrow Account with (bank name) account ending in XXXX. **(b)** Management may use, apply or retain all or part of the Security Deposit to the extent required for the payment of any sum which Resident owes to Management hereunder, or for any sum which Management may expend for actual damages arising out of or related to Resident's abandonment of the Premises or default in respect to any of the terms or provisions of the Lease, (provided that Management attempts to mitigate said actual damages), and including, but not limited to any repair, replacement, cleaning or painting of the premises rendered necessary or desirable by reason of the negligence, carelessness, accident or abuse by Resident or the invitees, guests, or members of Resident's household beyond the ordinary wear and tear, or to pay or apply against any other amounts owed by Residents to Management as permitted by law. **(c)** The application of the Security Deposit by Management shall at all times be at the sole discretion of Management in accordance with the Lease and Georgia Law. The appropriation of all or part of this Security Deposit shall not be an exclusive remedy for Management, but shall be cumulative and in addition to all other remedies of Management at law or under this Lease. This Security Deposit may not be applied by Resident to rent under any circumstances.

**Damage Inspection: 3.** Resident acknowledges receipt of a comprehensive listing of any existing damages to the Premises, signed by Management which receipt was prior to the tender of the Security Deposit. Resident must sign said list, or sign a written dissent listing damages he claims exists in Premises prior to occupancy. **(a) RESIDENTS ARE ENCOURAGED TO REPORT EVERYTHING ON OR ABOUT THE PROPERTY OR ADJACENT STRUCTURE REQUIRING REPAIR NO MATTER HOW SLIGHT.** This will establish the initial condition according to the Resident. Management will not repair any cosmetic or nonfunctional items such as carpet blemishes, chipped sinks, etc., nor do any painting inside or out or do any other repairs unless specifically agreed to by Management in writing prior to move-in. The Purpose of this Inspection Is To Document the Condition of the Premises before Resident Takes Possession, Not To Create A Punch List Of Repairs to be completed. Management Service Request forms are the only way repairs are to be requested. These forms are available to you on our website or you may contact the office to have a request filed for you. Resident taking possession

shall be conclusive evidence that the Premises is accepted "as is" by Resident.

**Damage Inspection after Termination: 4.** Within three (3) Business days after the date of termination of occupancy, Management will inspect the Premises and compile a comprehensive list of any damages done to the premises during Resident's occupancy. Resident shall have the right to inspect Premises with Management after the termination of Resident's occupancy to ascertain the accuracy of the list. Management shall sign the list. Resident must sign said list or sign a written statement listing the items to which he/she dissents. In the event management elects to retain any part of the Security Deposit, Management shall provide Resident with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, and shall include with such statement any portion to be refunded.

**Inspections: 5.** All Residents are invited to appear for the move-in / move-out inspection. If less than all the Residents appear, all Residents herewith represent to Management that any Resident who appears is authorized to act for and on behalf of all Residents in conducting the move-in / move-out inspection. By the signature(s) below, Resident(s) acknowledge that he/she is authorized to conduct the inspection and review the report, and that he/she is expressly authorized to bind any and all other Residents who are entitled to occupy the subject Premises pursuant to this Lease for purposes of the inspections.

**Right of Access: 6. (a)** Management shall have the right of access of Premises for inspection and maintenance between 9 a.m. and 6 p.m. daily, except in case of emergency, as defined at the sole discretion of Management. Courtesy calls will be attempted but are not required. Management may enter at any time to protect life and prevent damage to the property. During the last sixty (60) days of Resident's occupancy, Management, its agents, or any licensed real estate agent shall have the right to place yard signs on the Premises and shall have the unrestricted right of entry to Premises via a lock box between the hours of 9 a.m. and 6 p.m. daily for the purpose of showing the property. Resident agrees to use prudent judgment in securing jewelry and other valuables and agrees to hold Management harmless for any loss thereof. Courtesy calls will be attempted but are not required. Should Resident refuse to allow said entry during these stated times, Resident shall be in default of this Lease and Management may retain Security Deposit as liquidated damages as the parties agree that it would be impossible to accurately estimate actual damages resulting from such breach and that the security deposit is reasonable compensation.

**(b) Locks and Alarm Systems:** Security systems or additional locks may be installed only with written permission from Management. Upon receipt of written permission, which shall not be unreasonable withheld, Resident shall provide duplicate keys/codes that open any and all locks and security codes for all security systems. Refusal to provide Management with these items will constitute Resident's breach of this Lease. Resident will forfeit their Security Deposit and will be responsible for any and all damages proximately caused by refusal to provide access as agreed. Should Resident change locks and refuse to provide Management with a key, Management may have the Premises re-keyed (security system re-coded) during Resident's stay at the Resident's expense and management will supply Resident with a new key.

**Subletting: 7.** No Subletting. Assignment of any portion of this Lease or subletting any portion of Premises without obtaining written permission from Management, shall be deemed a breach of this Lease and may result in termination. Resident is prohibited from any type of short term leasing, VRBO, or AirBnB of any part of the Premises.

**Surrender of Premises: 8. (a) Delivery:** Resident shall deliver possession of Premises to Management in good order and repair upon termination or expiration of this Lease, leaving said Premises in a clean and sanitary condition. Said condition includes but is not limited to cleaning of all appliances, leave carpeted floors professionally cleaned with a 30 day warranty and receipt, clean walls of all stains and/or scuffs, removal of all trash, garbage, rubbish and personal property from the Premises. The yard is to be clean and free of all trash, rubbish and maintained up to the time of leaving the premises. Return all keys, garage door openers, access cards, etc. to Management. Whenever Management is entitled to the possession of the Premises under the terms of this Lease, Resident shall at once surrender Premises to Management. If Resident intends to terminate this Lease, or not renew the Lease, Resident must give Management at least sixty (60) days written notice prior to the end of Resident's lease agreement and full terms of the agreement has been fulfilled. If Management intends to terminate this Lease, Management must give Resident at least sixty (60) days written notice. A new Lease may be permitted after the 4<sup>th</sup> automatic renewal Lease agreement but must be written and signed by all parties. If neither party notifies the other of its intent, and the term of this contract exceeds its dates, then this will be considered as a hold over and all new rates will apply as outlined in Rent 1(a).

**Use: 9.** Premises shall be used for residential purposes only and shall be occupied only by persons named in this Lease. Premises shall be used so as to comply with all state, county, municipal laws and local ordinances. Resident shall not use Premises, or permit same to be used, for any unlawful purpose or in any manner so as to interfere with other Resident's quiet enjoyment of their property.

**Resident's Property: 10.** Management shall not be liable for damages to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's sole gross negligence. Management recommends that Resident obtain Renter's Insurance with respect to household goods and personal effects as well as liability insurance in any amount satisfactory to Resident at Resident's sole discretion and expense.

**Pest Control & Pets: 11. (a) Pests:** At all times during the occupancy of said Premises, Resident shall be responsible for pest control of all kinds, except termites and rodents (rats, mice, squirrels, etc). Resident is encouraged to use licensed pest control contractors to treat for pests. **(b) Pets:** No animals, birds or pets of any kind shall be permitted on Premises without consent of Management, a signed pet agreement, and an additional Security Deposit as is deemed adequate by Management to protect against potential damage caused by pet. Should Resident have pets for any length of time, Resident agrees, at Resident's expense, to rid the property of all fleas, or other pests and restore carpet to its original condition and remove all evidence of pets including pet odors, even if it means replacing the carpet and pad at Resident's expense regardless of the carpet condition at time of move-in. If Management discovers a pet on the Premises, whether or not owned by Resident, Management shall assume pet has been there from the date of possession and Resident agrees to pay additional rent of \$150.00 per month per pet beginning the date the Resident took possession. In addition to this rent, undisclosed pets may result as a default to the Lease at the sole discretion of Management. Notwithstanding any provision contained in said Pet Exhibit, if Management permits pets, then *Resident agrees to have the property treated for ticks and fleas by a professional exterminator upon termination of this Lease (regardless of pet deposit), proof to be provided for return of Security Deposit.* This requirement shall not be waived except in writing, signed by Management. If Resident has a Service Animal or Emotional Support Animal, then all proper documentation, support and prescribed reason for said pet must be submitted to management and have the Service Animal Pet Exhibit executed.

**Indemnification: 12.** Resident releases Management from liability for, and agrees to indemnify Management against, all losses incurred by Resident as a result of: **(a)** Resident's failure to fulfill any condition of this Lease; **(b)** Any damage or injury happening in or about the Premises to Resident, Resident's invitees or licensees of such person's property; **(c)** Any judgment, lien or other encumbrance filed against Premises as a result of Resident's action unless it results from the sole negligence of management.

**No Waiver: 13.** Any failure of Management to seek redress of a violation of, or to insist upon the strict and prompt performance of any covenants or conditions of this Lease, shall not operate as waiver of any such violation or of Management's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by Management for any such violation. Acceptance by Management of any late payment of rent, or additional rent, shall not constitute a waiver of any rights of Management, including without limitation, the right to terminate this Lease as herein provided. The receipt of any rent, or additional rent, by Management with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant, or condition of this Lease may be waived by Management unless such waiver is in writing and signed by Management.

**Time is of the Essence/Service: 14.** Time is of the essence of this Lease. All references to any notice required to be given or due dates for rental payments shall be strictly construed and any binding notice required herein shall be in writing and hand-delivered or mailed registered or certified mail in accordance with the provisions herein: **(a)** Resident hereby appoints the person in charge of or occupying Premises at the time, as his/her agent to receive the service of any dispossessory or distress proceedings and notices hereunder, and all notices required under this Lease, and if no person is in charge of or occupying Premises at the time, as his/her agent to receive the service of any dispossessory or distress proceedings and notices hereunder, and all notices required under this Lease, and if no person is in charge of or occupying the same, such service or notice may be made by attaching the same on the front entrance of Premises. **(b)** For purposes of compliance with the provisions of O.C.G.A. 44-7-3, Management hereby states that Property Services of Atlanta (David B. Campbell, Broker) whose address is 2619 Sandy Plains Rd., Marietta, GA 30066, is authorized to manage the Premises and to act for and on behalf of the purposes of serving of process and receiving and receipting for demand and notices. Remedies

Cumulative: All rights and remedies available to Management by law, including but not limited to those described herein, shall be cumulative and concurrent.

**Mortgagee's Rights: 15.** Resident's rights under this Lease shall at all times be automatically junior and subject to any Deed to Secure Debt which is now or shall hereafter be placed on Premises. If requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination described in this paragraph.

**Default: 16. (a)** If Resident fails to pay rent or any other sum due, or otherwise fails to abide by and perform any of the obligations, terms, conditions, or provisions of this Lease, including but not limited to, failure to reimburse Management for any damages, repairs, or costs when due, abandonment of the Premises, or violation of any Rules and Regulations set forth herein, each and any such breach shall constitute a default under this Lease. **(b)** If such default continues for three (3) calendar days after written notice of default, Management may, at its option, terminate this Lease by written notice to Resident. **(c)** Management, as Resident's agent may enter upon and take possession of the Premises and re-Lease the property at the best rental price obtainable by reasonable effort and for the deficiency, if any, between Residents rent hereunder and the rental price, so obtainable by Management by any term and for any rent upon such terms as Management deems proper. Resident shall be liable to Management all cost of re-renting property. **(d)** Any action hereunder by Management shall not prejudice any right of action against Resident as provided in this Lease or by law, and Management shall not be guilty of trespass or forcible entry as a result of such entry and repossession of the Premises by Management.

**Early Termination: 17.** Provided Resident is not in default hereunder at the time of giving notice, has strictly complied with all of the provision of this Lease, is current with all fees due Management, and termination is as of the last day of a calendar month, Resident may terminate this Lease before the expiration date: **(1)** giving Management at least sixty (60) days written notice sent by certified or registered mail, return receipt requested; plus **(2)** paying all monies due through the date of termination; plus **(3)** paying an amount equal to two (2) month's rent as early termination fee, plus an additional \$1000 administration fee as liquidated damages at the time of notice; plus **(4)** return the Premise in clean and ready to rent condition. All parties agree, that the precise amount of advertising cost, length of vacancy and other factors are impossible to ascertain at the outset and that the sum set forth in this paragraph is reasonable compensation for breach by the Resident under this paragraph. The foregoing shall not relieve Resident of his/her responsibilities and obligations regarding any damages to Premises. No proration will be given for percentage of Lease term completed by Resident. If Resident fails to give proper notice to vacate premises, all early termination fees will apply plus any addition cost that has been forgoing.

**Hold Over: 18,** Resident shall have no right to remain in the Premises after the expiration or termination of this Lease. If Resident fails to vacate after the expiration date or termination of this Lease, resident shall pay management the Hold Over rate for every day the resident holds over. The rate is calculated at THREE TIMES of the current rent described here in as stated in paragraph 1(C). Acceptance of the Hold Over rate by Management shall not limit Management the right to treat Resident as Resident in sufferance for unlawfully holding over, and to file eviction proceedings against the resident for holding over. The rate will be charged daily.

**Abandonment: 19.** Resident shall not abandon the Premises, motor vehicles or personal property on or surrounding areas of property. If Resident abandons the Premises or personal belongings, then Management has the right to sell, dispose or haul off any personal property without liability to the Resident. Management will have the right to re-key, re-enter and or release property without any liabilities to the Resident or having to file an eviction or obtain a writ of possession. If Resident leaves behind any pets or animals, Management will have the right to remove any pet without liability to the Resident. Management shall have the sole discretion to determine if the Premises has been abandoned by the Resident. Issues that would indicate abandonment but are not limited to, absence of Resident or occupancy of Premises, appearance of Premises or condition of the Premises, no communication from Resident, Resident stated that they have moved out of the property, non-payment of rent, disconnected utilities or non-payment of utilities, not responding to Management or letters from Management or eviction proceedings, etc.

**Rules and Regulations: 20. (a) Non-operative vehicles:** are not permitted on Premises. Management may remove any such non-operative vehicle or vehicle parked on grass at the expense of Resident owning same, for storage or public or private sale at Management's option, and Resident owning same shall have no right of recourse against Management thereafter. **(b) Storage:** No goods or materials of any kind or description that are combustible or would increase fire risk shall be placed in Premises. Storage of such combustible materials shall be at the Resident's risk and Management shall not be responsible for any loss or damage. **(c) Smoking is *not permitted*** within the Premises. **(d) Housekeeping:** The Resident

agrees to maintain the Premises in as good a state as he/she finds it, reasonable wear and tear expected. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.** The Resident agrees to keep his/her quarters in a clean and sanitary condition and to keep the yard clean, mowed, edged, fresh mulched beds and free of rubbish. Resident will change filters in the heating/air conditioning equipment at least every three months in order to reduce the consumption of gas and electricity. **(e) Utilities:** Utilities to the Premises including garbage, water and sewer charges, electricity and gas, cable and security system monthly charges shall be the responsibility of Resident from the beginning date until the move-out inspection is completed. Should Resident fail to keep the utilities on through the move-out inspection Resident shall pay the costs related to getting said utilities back on, PLUS a \$250.00 administrative fee. Resident must provide proof of final payment of all utilities, as well as return of all keys to the office of Management prior to Management's refund of any Security Deposit. At all times, selection of utility provider shall be at the sole option of Management. **(F) Freezing of Pipes:** To prevent the freezing of pipes, Resident agrees that the heating system will be set to a minimum of 60 degrees Fahrenheit when temperatures fall below 32 degrees Fahrenheit outside, as well as having faucets dripping. **(G) Mold and Mildew:** Resident understands that mold and/or mildew can grow within the premises of the home. It is understood that resident must provide proper climate control in the home, keep the property clean to prevent the growth of mold or mildew and notify Management immediately of any leaks or moisture issues. For more information regarding mold and mildew visit [www.epa.gov](http://www.epa.gov).

**Attorney and Collection Costs: 21.** **(a)** If Resident breaches this Lease, Resident agrees to pay all attorney fees, all cost put forth to collect any lost rent or fees, any damages caused by Resident or Residents actions, etc. **(b)** If Resident desires to continue to rent the Premises after being in Default or after being served for eviction or with notice of termination, he/she agrees to reimburse Management for the costs incurred to enforce collection of rents, for service notices, for filing fees, etc. including costs of collectors, deputies, marshals, police constables, etc. prior to regaining entry or reinstatement of his/her status as Resident. Resident agrees to pay \$350.00 for filing with the Eviction Company or attorney. If the eviction is filed and a writ of possession is given an additional cost of \$345.00 will apply plus any additional costs. **(c)** If any action or proceeding related to this Lease or enforcement of any provision of this Lease is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorney's fees, court cost and cost of collection.

**Resident Improvements: 22.** **(a)** Resident may NOT paint, wallpaper, or otherwise change the cosmetics of the Premises without Managements written approval of Resident's selection of materials or quality of workmanship in writing in advance of said changes, In any event, Resident agrees to return Premises to original condition if so requested by Management. **(b)** Resident may remodel and make structural changes only with Management's written permission and approval of material and workmanship. Resident has no authority to incur and debt or make any change against the Premises or Management or to create any lien upon said Premises for work done or material furnished, or to act as agent for Management at any time for any purpose. **(c)** The Resident warrants that any work will be done on the Premises will be undertaken only by qualified parties under the direct supervision of the Resident who will be fully accountable for assuring but not limited to accidents related to said improvements as well as payment for said improvements, and to hold the Management free from harm or loss arising from claims of any other parties, regardless of cause, which might result from said work. **(d)** Any alterations or changes that Management does permit, shall become part of the Premises and shall remain in the Premises at all times during and after the term hereof.

**Homeowner Associations: 23** **(a)** The Premises may be located in a community which may maintain amenities such as a clubhouse, golf, tennis, exercise facility, laundry, or similar amenities. With respect to such homeowner's associations and/or amenities, Management make no representations at to: **(1)** whether any association exists; **(2)** whether the owner is a member and is current with any applicable dues; **(3)** whether such amenities are available to a Non-Owner Resident, including a Resident. Management encourages Resident to fully investigate the availability of such amenities, and to determine whether such amenities would be available to a person in a tenancy situation, the cost thereof and any and all other factors which might important to Resident in selecting this property. **(b)** Resident expressly releases Management of and from any and all duties to investigate such amenities and from any representations regarding such amenities whatsoever. Resident expressly acknowledges that Resident has made such independent inquiry as Resident so desires regarding any amenities offered by a community or homeowner's association and releases Management of and from any and all liability in connection therewith. **(c)** If a homeowner's association exists, the Premises may be subject to various rules for the community. Resident herewith acknowledges that Resident is responsible for obtaining a copy of the homeowner or community association rules, reading them and complying with their terms. Any breach thereof may constitute a default under paragraph 16 of this Lease. Should notice be sent to Management or owner regarding a violation of said rules and

regulations, Resident agrees to pay management a \$95.00 administration fee plus any costs assessed by association. If the association should fine Management or owner for the actions, inactions, conduct or behavior of Resident or Resident's invitees or guests for failure to comply with the rules and regulations of the community where Premises is located, Resident agrees to pay said fines within 30 days of notice by Management to Resident. Failure to pay said fines may result in a breach of this Lease.

**Signatures / Faxes: 24.** These Premises cannot be Leased without the signature of each adult party who will be residing in the Premises. Management and Residents agree that this Lease can be signed by duplicate originals. Faxed and electronic signatures are deemed acceptable.

**Agency Disclosure: 25.** Management is a licensed Real Estate Broker and as such is representing the owner in this transaction.

**Authority Over The Lease: 26.** This Lease is between Resident(s) and Management. The owner of the Premises has no authority over this Lease. Resident agrees not to communicate with the owner while under this Lease. All parties acknowledge that Property Services of Atlanta, Inc. is authorized by the owner of the Premises to manage the subject Premises of this Lease. In the event that Management relationship is terminated during the term of this Lease, Resident hereby releases Management of and from any liability under this Lease, provided Management has notified Resident by certified and regular mail of the termination, including in said notice the following: (1) effective date of termination; (2) name and address to whom rent is to be sent; (3) telephone number of person responsible for repair; and (4) copy of check turning over Resident's Security Deposit to owner or new manager.

**Buying The Property: 27.** Resident acknowledges that Management has an exclusive brokerage relationship with the owner of the Premises, which includes the payment by owner to Management of a real estate commission if Resident purchases the Premises. Resident agrees to communicate solely with Management regarding any interest or offers to purchase said Premises. Should Resident contract with another Real Estate Agent to represent him/her in the purchase of this Property, Resident agrees to pay their agent personally and not look to the seller or Management for their agent's compensation. Should Resident breach this stipulation, and buy the Premises without including Management in the sale, Resident agrees to pay Management for damages, including but not limited to the real estate commissions seller owes Management, collection costs and attorney fees.

**Lease Renewal Fee: 28.** Resident agrees to pay a \$75 Administration Fee when each renewed Lease takes place for a 12-month extension or renewal, or \$100 for a shorter-term renewal i.e. anything less than 12 months.

**Receipt of Important Documents: 29.** Resident acknowledges they have received the following documents prior to executing this Lease: Booklet "Protect Your Family From Lead In Your Home." And Flood Disclosure, Lead Based paint Disclosure.

**Maintenance Charge-backs / Stand-Up Fees: 30.** Should maintenance be done on the Premises which servicing contractor reports was caused by the abuse or misuse of Resident or their invites, Management shall provide the invoice for such repair to Resident and Resident agrees to pay such sum no later than the first of the following month, which sum shall be deemed additional rent. Should Resident fail to pay said sum by the first of the month following receipt of the payment request, Resident may be deemed to be in default of the terms of this Lease. Should an appointment be scheduled with Resident for any purpose and Resident not show up, Resident agrees to pay management 95.00 for the missed appointment.

**Natural Gas Marketer Agency Agreement: 31.** Resident hereby appoints Management its successor and assigns, as Resident exclusive agent to select a certified Marketer to provide natural gas service to the Resident at the Premises. Resident shall provide to Management the account number and name of account holder with the natural gas provider immediately following establishment of the account. Management reserves the right to obtain a copy of a natural gas bill from Resident at Lease commencement and each Anniversary Date thereafter, and at any other time as reasonable necessary, as defined solely by Management.

**Legal Notice Fee: 32.** Should Management be required by this Lease, or the law, to send a legal notice to Resident, Resident agrees to pay a \$50.00 administrative fee per notice. *Notices would include but are not limited to all Late Letter Notices, Notice of Eviction, Notice of violations, etc.*

**Renter's Insurance 33:** The owner's insurance does not cover Resident's personal property or normal liability hazards of living in a home. Resident is encouraged to get renters insurance to protect their belongings from fire, loss of food due to power outages, flood, theft, wind and tornadoes.

**Entire Agreement: 34.** This Lease and any written exhibits or addendum constitute the entire agreement between the parties and no oral statement shall be binding. Each Resident who signs this lease agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other Resident(s).

**Special Stipulations: 35.** The following special stipulations shall control in the event of conflict of the forgoing:

See exhibit(s) A (Pet Exhibit) and attached hereto and made a part of this contract by reference.

All service visits require a person 18 years or older to be present during the duration of the service call. If any work is unable to be performed a repeat service visit charge will apply.

SPECIAL STIPULATIONS TO BE LISTED HERE



IN WITNESS WHEREOF, the parties have caused these presents to be signed in person or by a person duly authorized effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Resident Signatures:**

X \_\_\_\_\_ Date: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_

**Property Address: 123 Any Street**

Property Services of Atlanta Inc. By: \_\_\_\_\_ GRC#: \_\_\_\_\_ Brokerage #H19343

2619 Sandy Plains Road Marietta, GA 30066 770-426-1150 www.psatlanta.com



**PET EXHIBIT - EXHIBIT "A"**

**OWNER AND RESIDENT AGREE AS FOLLOWS:**

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

**OR**

**I/we the undersigned acknowledge that there will be no pets on said premises. Initials:**

\_\_\_\_\_

**Resident:**

X \_\_\_\_\_ **Date:** \_\_\_\_\_

X \_\_\_\_\_ **Date:** \_\_\_\_\_

X \_\_\_\_\_ **Date:** \_\_\_\_\_

X \_\_\_\_\_ **Date:** \_\_\_\_\_

X \_\_\_\_\_ **Date:** \_\_\_\_\_

**Agent:** \_\_\_\_\_ **GRC#:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address: 123 Any Street**



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## **RENT COLLECTION POLICY AND PROCEDURES**

This is a summary of our rent collection procedures. Before initialing this please make sure that you understand our rent collection policy and procedures. If you do not understand anything please consult with your leasing representative for clarification.

### **General Information:**

- \* All rent payments are to be made payable to Property Services of Atlanta, Inc.
- \* The mailing or delivery address is: 2619 Sandy Plains Road Marietta, GA 30066
- \* Rent may be paid by personal check, cash, cashier's check, money order, or electronic draft through your tenant portal.
- \* Our normal operating hours for payments made in the office are 9:30am to 5:30pm EST, these times are subject to change without notice and you should always call to verify the office will be open.
- \* There is a mail slot to the left of our front door for after hours drop off. We are not responsible for any payments left in the drop box so please only leave funds that are able to be traced such as check or money order, NO CASH. If you leave cash in the drop box you are doing so at your own risk. Payments put in the drop box after 9:30am will be posted on the next business day.
- \* All payments must clearly identify the address the payment is to be applied.

### **Due Dates and Late Fees:**

- \* Rent must be received in our office by noon on the 1st day of every month, regardless of holidays, weekends, etc.
- \* Rent is late if not received in our office by noon on the 1st day of every month.
- \* Rent not received in our office by noon on the 3rd of the month (regardless of holiday, weekend, etc) will be assessed a 10% late penalty.
- \* Rent not received in our office by the 10th of the month (regardless of holiday, weekend, etc) will be assessed an additional rent amount of \$100.00.
- \* Any late fees or other fees that are not paid in the current month are due along with rent the following month. Rent will not be accepted without the full payment of all monies owed.

### **Cash, Cashiers Check or Money Order for Late Payments:**

- \* Rent paid after the 15th of the month must be paid by cash, cashiers check or money order. No personal checks or electronic payments will be permitted.
- \* Cash, cashiers check or money order is required for payment to cancel an eviction. Personal checks or electronic payments will not be accepted once eviction proceedings have begun.

### **Eviction Proceedings:**

- \* If rent is late eviction proceedings can begin immediately, the initial fee to begin an eviction is \$350.00 and will be assessed to your account.
- \* All eviction proceedings show up on your credit report, even if it is dismissed later due to you making full payment to cancel the

dispossessory proceeding.

\* If an eviction goes to term, there will be a total charge of \$695.00 for filing fees and court costs through the writ status. If a set out on the property is required a minimum additional charge of \$500.00 will be assessed for set out charges associated with removing you and your possessions from the home by the local authorities and eviction company.

\* All amounts due must be paid in full prior to a dismissal of any eviction proceedings.

\*A breach of your contract, in any form, can initiate eviction proceedings with proper notice at any given time.

**Returned check or Electronic Payment:**

\* Any payment that is returned by your bank or payment processing company for any reason will incur a charge of \$50.00 as well as all other late penalties/additional rents dating back to the 1st of the month.

\* After one returned check or electronic payment no personal checks or electronic payments will be accepted in the future.

I/We have received a copy of this rent collection policy and procedures document. I/We have read the document and fully understand all terms and agree to abide by these rules/guidelines set herein.

**Property Address: 123 Any Street**

Tenants Acknowledgement for Receipt of Rent Collections Policies and Procedures (Please Initial):

X\_\_\_\_\_ X\_\_\_\_\_ X\_\_\_\_\_ X\_\_\_\_\_ X\_\_\_\_\_



## Dispute Resolution and Non-Disparaging Agreement

Address: 123 Any Street

**Parties to the Residential Rental Agreement wish to lay out a plan to settle any/all grievances/disputes they may have with each other and agree to settle any dispute they have by the following steps:**

1. First, address their concern/dispute directly to the other party in writing.
2. Secondly, meet at Property Services of Atlanta, Inc (hereinafter "Manager") offices and address any unresolved issues face to face.
3. If parties are not satisfied with the outcome of these efforts, and still want to pursue resolution, the unsatisfied party agrees to file an action in small claims (Magistrate) court, let an impartial judge hear the facts/arguments and settle the issue between the parties. Parties agree to embrace the judge's order/conclusion/judgment on the dispute or file an appeal to a higher court within the same county.
4. Resident and Manager shall not disparage the other publicly or through social media, electronic or written review services, the Better Business Bureau or any other similar agency during (or after) the termination of the lease. Resident agrees to refrain from making, (or encouraging others to make) any disparaging remarks, either oral or in writing, about the Manager or affiliated entity, any of their respective employees, managers, or agents. Should either party violate this agreement, the disparaging party agrees to pay the harmed party's legal counsel to remove said disparaging comments/postings from sites.
5. Upon successful completion of the lease, and final payment of amounts due by Resident, Manager agrees to provide Resident with a recommendation letter to show perspective landlords, reporting their proper completion of their lease requirements with Manager. For one dollar (\$1.00) and other valuable consideration, the sufficiency of which is agreed to by all parties, parties hereby agree to this agreement.

Agreed to this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

**Property Services of Atlanta, Inc** X \_\_\_\_\_

**Residents:**

X \_\_\_\_\_ X \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_



**Property Services of Atlanta Inc - CredHub - Resident Acknowledgement Form**

"Resident(s)" is leasing a property known as **123 Any Street** (hereinafter "Property") from the property manager known as Property Services of Atlanta, Inc which has a business relationship with CredHub who will be providing credit reporting for the protection and benefit to all of the resident who rent from Property Services of Atlanta, Inc.

**CREDHUB's Obligations and Commitments:**

Property Services of Atlanta Inc agrees to furnish CredHub with Residents payment history on a monthly basis who will then report the same to TransUnion and Equifax (hereinafter "Credit Bureaus"). Property Services of Atlanta Inc is responsible for the accuracy of said payment history. CredHub is under no duty or obligation to investigate the accuracy of the reported information provided by Property Services of Atlanta Inc but may rely upon the information when conveying such information to the Credit Bureaus. Property Services of Atlanta Inc will work with CredHub to comply with all federal and state regulations or rules now in effect or that may become effective after the date of this acknowledgement to protect the Resident(s) including the requirements of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, and any and all other applicable laws and regulations. CredHub agrees that it will use all reasonable efforts to accurately process and incorporate the reported Information into the "Rental 1" and "Metro 2" format to supply to the Credit Bureaus. CredHub will have complete discretion as to when and what data provided by Manager is included and maintained in the Rental1 and "Metro 2" format.

**CREDHUB Identity Theft Feature - InfoArmor powered by Allstate Insurance:**

CREDHUB will provide InfoArmor with the information required to provide you with the ID Theft Service provided by InfoArmor. These services include the following:

Fully managed dispute resolution services including

- **Dark web monitoring:** Bots and human intelligence operatives scan closed hackers? forums for compromised credentials
- **Lost wallet protection:** Easily store, access, and replace wallet contents. The secure vault conveniently stores important credit card credentials and documentations.
- **Credit Alerts:** Alerts are given for transaction like new inquiries, accounts in collections, new accounts, and bankruptcy filings. Alerts come from all three bureaus.
- **Highly trained and certified Recovery Experts:** Recovery Experts are trained and certified to handle and mediate every type of identity fraud case, and they are available 24/7
- **24/7 U.S. Bases customer care center:** Recovery Experts are available 24/7

**Notices**

All notices required in this Agreement must be made in writing and shall be sent via national overnight courier for next day delivery directed as set forth below, or at such other address as a party may specify by written notice to the other.

If to CREDHUB: Trade Line Credit Solutions, LLC  
DBA CredHub  
707 S. Grady Way, Suite 600  
Renton, WA 98057

This credit reporting service is a mandatory program and a monthly fee of \$8.00 per individual 18 years old and over will be applied to your account along with your monthly rent.

Lease/Guarantor Initials:

\_\_\_\_\_