

GEORGIA RESIDENTIAL RENTAL AGREEMENT

This agreement made this ____ day of _____, 20____, is between ERICH P. WELCH, OWNER/TRUSTEE (hereinafter called "LANDLORD") and

_____(hereinafter called "TENANT").

LANDLORD rents to TENANT and TENANT rents from LANDLORD, _____
Georgia _____ (hereinafter called "PROPERTY") under the following conditions:

- 1. TERM: FIXED TERM:** The initial term of this lease shall be approximately one (1) year beginning at 12:00 noon _____, 20 ____ and ending at 12:00 noon _____, 20_____.
- 2. POSSESSION:** If there is any delay in delivery of possession by LANDLORD, rent shall be abated on a daily basis until possession is granted. If possession is not granted within _____ days after the beginning day of initial term, then TENANT may void this agreement and have a full refund of deposit. LANDLORD shall not be liable for any loss or damages related to such failure to deliver possession in a timely fashion.
- 3. RENT:** Rent is payable monthly in advance at the rate of _____ (\$_____) per month, on the first day of each month during the initial or any extended term of this agreement, at the office of the LANDLORD or such other place as LANDLORD may designate. Rent must be paid on or before the first day of each month Through the Zelle app or equivalent determined by landlord. All rent and other charges under this agreement are payable by electronic transfer only. As a convenience to TENANT, LANDLORD will accept TENANT's personal check, drawn on a local bank for rent and other payments. In the event that TENANT's check is ever returned for insufficient funds or is not honored for any other reason, LANDLORD will have the right to require that the return payment and all future payments be made by cashier's check or U.S. Postal Service money order. If mailed, the rent and all other sums due shall be mailed in sufficient time and with correct postage to be received by LANDLORD on or before the first day of the month. LANDLORD is under no obligation to accept personal checks drawn on the account of anyone other than TENANT.
- 4. RENT DISCOUNT:** Rents shall be considered late on the sixth day of the month. As an inducement to the resident to pay rent on time: if rent is paid on or before the fifth day of the month, the resident(s) may deduct as a discount the amount of \$ _____ from the rent remittance. If payment is by check and said check is not honored the first time presented for payment to the bank, the discount shall be forfeited. In addition, said discount shall be forfeited by resident if he or she is in breach of any of the lease clauses contained herein; included but not limited to any charges or funds due and owing to Erich P. Welch.
- 5. DISHONORED CHECK:** As a convenience to resident(s) the owner is willing to accept personal checks in payment of any obligation hereunder. Only by written authorization of owner or owner/landlord in paragraph 8 below. However, in the event any check tendered to the owner is dishonored by the bank, then all future rent payments are to be made in cash, certified check or money order. In addition, there will be a service charge of \$75.00 for each dishonored check.
- 6. SECURITY DEPOSITS:** TENANT agrees to deposit \$_____ with LANDLORD before taking possession of the property as security for TENANT's fulfillment of the conditions of this agreement. Security Deposit will be returned to TENANT within thirty (30) days after property is vacated by all occupants if: lease term has expired or agreement has been terminated by both parties; and all monies due LANDLORD by TENANT have been paid; and unit is not damaged and is left in its original condition, normal wear and tear expected. Deposit may be applied by LANDLORD to satisfy all or part of TENANT's obligations, including but not limited to any failure to comply with move out procedures, damage not considered wear and tear, damages due to negligence, carelessness, accident or abuse, any unpaid sums due LANDLORD under the terms of this lease including: rent, late charges, returned or dishonored checks, pet damage, key replacement, charges for removing, packing and storing abandoned, seized or lawfully removed property, court costs and any actual damages caused by any breach of this lease by TENANT and such act shall not prevent LANDLORD from claiming damages in excess of the deposit. TENANT agrees not to apply the deposit to any rent payments, and also agrees to pay \$_____ for re-keying locks if all keys are not returned.

The security deposits shall be refundable to the resident in accordance with the law when the premises has been vacated and left in satisfactory condition with no apparent damage and left clean and neat with all trash removed provided the resident is not in breach of any of the other provisions contained herein and has specifically complied with the following:

- a. Complete cleaning, dusting, washing of entire apartment, including windows, walls, trim, doors, fans, toilets, sinks, showers, stoves, refrigerator, etc.
- b. Professional steam cleaning of all carpets and/or waxing of all wood or linoleum floors.
- c. All obligations due hereunder having been paid in full.
- d. The keys have been returned to owner.

The resident hereby instructs the owner to charge against this security deposit expenses incurred for added cleanup, repairs, missing items belonging to the premises or property lot or general damage to premises. The resident understands and agrees that the security deposit in no way limits his or her liability for damages caused.

The resident expressly understands and agrees that the security deposit may not under any circumstance be used by the resident for rent. The owner may at his election apply any unused portion of the security deposit to unpaid rent or other arrearage. In the event that tenant(s) decide not to occupy the premises after a period of thirty (30) days or more has elapsed from the date of signing the lease and tendering a deposit to reserve and hold the subject premises for a future lease term, then said security deposit tendered by tenant(s) is forfeited unless the subject premises is re-leased to new tenant(s) by the possession date agreed to by the parties of this lease. All security deposit funds due and owing to tenant(s) at the end of the lease term shall be returned to tenant(s) within thirty (30) days of surrendering the premises to the forwarding address(es) provided to owner by tenant(s).

TENANT's security deposit will be deposited by LANDLORD in Escrow Account Number: 1010043742356 at Wachovia National/Wells Fargo bank.

TENANT acknowledges that s/he has been given a list of any existing damages to property, given the right to inspect the property and has approved said list except as specified in writing to LANDLORD. In the event of a sale or other conveyance of the property, LANDLORD shall be entitled to transfer the security deposit to the party who acquires the property and from and after such transfer LANDLORD shall be released of any liability with respect thereto. Any security deposit refund shall be paid to those who are due and those person(s) signing lease.

7. NON-REFUNDABLE CLEANING FEE: TENANT has deposited with LANDLORD the sum of \$ 0.00 as a nonrefundable cleaning fee.

8. DISCLOSURE: Owner/Landlord, _____, whose address is _____ is authorized to act on behalf of LANDLORD 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. _____ (owner/landlord) is authorized to receive notices and demands which relate to this rental agreement on behalf of LANDLORD.

9. EXTENDED/RENEWAL TERMS: Either party may terminate this agreement by giving the other party four (4) months written notice prior to the end of the initial term, but if no such notice is given by either party, then this agreement will be automatically extended on a yearly basis with all terms remaining the same. LANDLORD may increase the monthly rent during any extended term by giving TENANT written notice at least thirty (30) days before the date on which such monthly increase shall take effect.

OR

AUTOMATIC EXTENSION: LANDLORD or TENANT shall notify the other that automatic extension is not desired. Such notice shall be written and delivered four (4) months prior to the expiration date of the term of the lease. If no such written notice is received, this lease will automatically be extended for one year. The same terms and conditions of this lease, except that rent for each extension period shall be increased by \$200.00 over the rent for the preceding term.

10. EARLY TERMINATION: TENANT may terminate this agreement before expiration of the initial term by giving LANDLORD four (4) months written notice; plus paying all monies due through date of termination; plus paying **\$1,500.00** as a cancellation fee; plus paying a pro-rated portion of expenses for repainting and cleaning based on the number of months remaining in the initial term to the number of months originally in the initial term.

11. NO ASSIGNMENT OR SUBLETTING: TENANT may not sub-let property or assign this lease without prior written permission from LANDLORD.

12. UTILITIES/TAXES: TENANT agrees to pay all utilities/taxes and services with the exception of the following which LANDLORD agrees to pay: **Property taxes and Garbage Collection**. If cost to LANDLORD of providing any of the listed utilities/taxes increases during the term of this agreement, TENANT shall pay, as additional rent, its share of such increase.

13. NUMBER OF OCCUPANTS: The number of occupants is limited to _____ . Only the following persons shall occupy this property: _____

[Name(s) of and social security number(s) of TENANT(s)].

14. FIRE AND OTHER CASUALTY: If the property is made uninhabitable by fire or other casualty, no fault of the TENANT, this agreement shall be terminated. TENANT releases, holds harmless and indemnifies LANDLORD from and against any and all claims for loss or damages to person or property arising from or related to such fire or other casualty.

15. HOLD OVER: TENANT shall deliver possession of unit in good order and repair to LANDLORD upon termination or expiration of this rental agreement. If TENANT holds over and fails to move out on or before the termination date of this lease, the rent for the hold over period shall be an amount equal to one hundred and fifty percent (150%) of the rental rate of the lease term. Nothing herein shall be construed as consent by LANDLORD to TENANT to hold over.

16. RIGHT OF ACCESS. Upon serving "Intention to Enter" notice, LANDLORD may enter the unit for inspection and maintenance during reasonable hours. In case of emergency, LANDLORD may enter at any time. TENANT authorizes LANDLORD to enter the property, at any reasonable time, to show the property to prospective renters after TENANT has given notice of termination.

17. USE: TENANT agrees to use property for residential purposes only and it shall be occupied only by person(s) named in Paragraph 13. TENANT agrees they will not engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.

18. PROPERTY LOSS: LANDLORD shall not be liable for damage, theft, vandalism, or other loss of any kind to TENANT's personal property of TENANT's family members or guests, except where such damage is due to LANDLORD's negligence. It is understood and agreed that LANDLORD shall not be responsible or liable to TENANT or to those claiming by, through, or under TENANT for any loss of damage to either person or property that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises, or by or through the acts or omissions of third parties. LANDLORD encourages TENANT to purchase comprehensive property insurance against all perils, including but not limited to insurance on personal property or property of other persons from protection of loss due to or caused by theft, vandalism, bursting or breaking pipes by or from fire, wind storm, hail, flooding, leakage, steam, snow or ice, by or from running water, backing up of drain pipes, seepage or the overflow of water or sewage on the property of which TENANT's property is a part. LANDLORD shall not be responsible or liable for any injury, loss or damage to any person or property of TENANT or other persona caused by or resulting from the aforementioned occurrences. Nothing contained herein shall be deemed to be construed to relieve LANDLORD of liability for any loss or damage directly caused by or arising from the proven acts of negligence or intentional misconduct on the part of LANDLORD or directly caused by the proven failure of LANDLORD to fulfill its obligations under this lease.

19. PETS: No pets, birds or animals of any kind shall be permitted in the property or on the premises, even temporarily unless authorization is received from OWNER/LANDLORD. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye or hearing dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve. LANDLORD will require notice in writing of such service animals on the premises.

20. DEFAULT BY TENANT: Any breach or violation of any provision of this agreement by TENANT shall give LANDLORD the right to terminate this agreement or to take possession and hold TENANT liable for the remainder of the term. If TENANT fails to perform any of its obligations hereunder, or if any factors contained in TENANT's rental application are untrue or misleading, then, upon the happening any of said events, TENANT shall be in default thereunder and LANDLORD may at its option terminate this agreement by written notice to TENANT. TENANT shall surrender possession of the property to LANDLORD upon the effective date of such termination notice and TENANT shall be liable to LANDLORD for, and shall indemnify LANDLORD against, all rent loss and other expenses (for re-renting, refurbishing, cleaning or otherwise making the unit suitable for re-renting) suffered or incurred by LANDLORD as a result of TENANT's default and the termination of the agreement. Notwithstanding the commencement of a dispossession proceeding and the issuance and execution of a writ of possession on account of any default by TENANT, TENANT shall remain liable to LANDLORD for all rent and other charges accrued through the date on which possession is obtained by LANDLORD

and shall continue to be liable for any rental accruing thereafter until the expiration of the term of this lease or the re-rental of the property, whichever occurs first.

21. **FAILURE OF LANDLORD TO ACT:** Failure of LANDLORD to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of any violation.

22. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or equity shall be cumulative. In the event that either LANDLORD or TENANT brings legal action to enforce the terms hereof or relating to the leased premises, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable it should become necessary for the LANDLORD to employ an attorney to enforce any of the conditions or covenants thereof, including the collection of rentals or gaining possession of the Premises, TENANT agrees to pay all expenses so incurred, including reasonable attorneys' fees.

23. **NOTICES:** Any notice required by this agreement or demand shall be in writing and shall be deemed to be given if delivered personally or by U.S. Mail, certified or registered. From LANDLORD to TENANT, notice or demand shall be delivered to the property cited in this lease agreement or the last known address of TENANT, from TENANT to LANDLORD, notice or demand shall be delivered to the location where rent can be paid, 641 Woodward Avenue, SE, Atlanta, GA 30312. But since LANDLORD lives in St. Thomas, USVI most of the year, Notice from TENANT to LANDLORD should be delivered to ASHLEY McCARTNEY, LLC 275 14th Street NW Suite 200, Atlanta, GA 30318.

24. **REPAIRS, ALTERNATIONS AND DECORATIONS:** TENANT accepts property in the condition as noted on the Move-In Inspection Form. LANDLORD will make necessary repairs to property with reasonable promptness after receipt of written notice from TENANT. If any damage, beyond normal wear and tear, is caused by TENANT or his/her guest, TENANT agrees to pay LANDLORD the cost of repair with the next rent payment. **TENANT may not paint,** wallpaper, drill holes, remodel or structurally change property, nor remove any fixture or appliance therefrom without prior written consent of LANDLORD. TENANT is required to keep property in a clean, sightly, and sanitary condition. TENANT agrees to notify LANDLORD immediately upon discovering any signs of serious building problems such as cracks in the foundation, tilting porch, crack in plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, leaky roof, spongy floor, leaking water heater or termite activity.

25. **ABANDONMENT:** If TENANT removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid LANDLORD all monies due, property may be considered abandoned, and LANDLORD shall have the right, without notice, to store or dispose of any property left on the premises by TENANT. LANDLORD shall also have the right to store or dispose of any of TENANT's property remaining on the premises after the termination of this agreement. Any such property shall be considered LANDLORD's property and title thereto shall vest in LANDLORD. LANDLORD shall have the right to re-rent property after TENANT abandons same.

26. **MORTGAGEE'S RIGHTS:** TENANT'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 on which unit is a part; if requested, tenant shall execute promptly any certificate that landlord may request to specifically implement the subordination of this paragraph.

27. **LOCKS AND KEYS:** TENANT is prohibited from adding locks to, from changing or in any way altering locks installed on the doors of the property or mailbox unless written permission is granted by LANDLORD. If written permission is granted, TENANT must immediately provide LANDLORD with a key. There shall be a charge of **\$50.00** to TENANT to replace any lost door or mailbox key.

28. **WINDOW COVERINGS:** All window coverings installed by tenant must be white or lined in white to present a uniform exterior appearance.

29. **ANTENNAS:** Radio or television aerials shall not be placed or erected on the roof or exterior of the buildings.

30. **SMOKE DETECTORS:** TENANT acknowledges the presence of a working smoke detector on each level of the property, agrees to keep all smoke detectors located within the property in working order and further agrees not to disable said smoke detectors in any way. TENANT is responsible for periodic battery replacement. TENANT agrees to report any malfunctions, in writing, to LANDLORD.

31. **PARKING:** TENANT shall be entitled to park _____ automobile(s), bicycle(s), small passenger van(s) or small passenger truck(s) on the premises/street. No boat, trailer, motorcycle, camper, large van or large truck of any type, or inoperable vehicle of any description may be parked or left on the premises without prior written consent of landlord. Any non-operative vehicles may be removed by LANDLORD at the expense of TENANT owning same, for storage or public or private sale, at LANDLORD's option, and TENANT owning same shall have no right of recourse against LANDLORD therefore. If issued by LANDLORD, vehicles must bear parking stickers at all times.
32. **STORAGE:** No goods or materials of any kind or description which are combustible or would increase fire risks shall be taken or placed in storage areas. Storage in areas or facilities shall be used wholly at TENANT's risk. LANDLORD will not be liable for any loss or damage.
33. **RECREATION AND SERVICE AREAS:** TENANT agrees to abide by all rules and regulations now or hereafter established for use of recreation, parking, service and common facilities or areas provided by LANDLORD, all of which are part of this agreement. Any such facilities shall be used wholly at TENANT's risk.
34. **GUESTS:** TENANT may house any single guest for a maximum period of fourteen (14) days consecutively and shall not exceed a total of six weeks per year. TENANT shall be responsible and liable for the conduct of his/her guest. Acts of guests in violation of this agreement or LANDLORD's rules and regulations may be deemed by LANDLORD to be breach by TENANT and subject to termination of this agreement.
35. **DECKS, PATIOS, PORCHES, BREEZEWAYS:** Balcony or patio shall be neat and clean at all times. No refrigerators or freezers shall be stored and no rugs, towels, laundry, clothing or other items shall be stored, hung, or draped on railing or other portions of the balcony, patio, porch, deck, or breezeway. The use of outdoor grills of any type is prohibited on decks, patios, screened porches and breezeways. TENANT may not leave any unattended personal property in, on, or about any breezeway, walkway, driveway, grounds or other common areas; and any such items so found by LANDLORD may be removed, stored or otherwise disposed of as LANDLORD deems appropriate.
36. **WATERBEDS:** TENANT shall not have or keep any waterbed or other water-filled furniture in the unit without permission of LANDLORD.
37. **SIGNS:** TENANT shall not display any signs, exterior lights or markings on property. No awnings or other projections shall be attached to the outside of the building of which the residence is a part.
38. **LANDSCAPING/OUTSIDE MAINTENANCE:** TENANT shall be responsible for the routine care and maintenance of the yard and outside areas as follows: removing snow and ice, sweeping walkways, etc..
39. **ENTRANCES, HALLWAYS, WALKS AND LAWNS:** Entrances, hallways, walks, lawn and other public areas shall not be obstructed or used for any purpose other than ingress and egress.
40. **WALLS/STRUCTURE:** No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork, or any part of property.
41. **PEST CONTROLL:** TENANT agrees to provide at his/her expense, pest control and extermination service on premises and agrees to keep the premises clean and sanitary to avoid problems with insect infestation. TENANT shall notify LANDLORD immediately of any evidence of termite damage.
42. **SAFETY:** TENANT shall notify LANDLORD of any burned out exterior or hallway lights, faulty locks or lost keys. TENANT shall report to LANDLORD any suspicious persons, strange vehicles or unusual activities. Prior to entry, TENANT shall demand credentials from any maintenance personnel.
43. **COMPLIANCE WITH CONDOMINIUM INSTRUMENTS:** TENANT agrees to comply with all terms conditions as provisions of the Condominium Instruments and Rules and Regulations. Failure to comply with said instrument shall constitute breach of this agreement. TENANT shall indemnify and hold harmless LANDLORD from and against any damages, direct or indirect, incurred by LANDLORD as a result of TENANT's noncompliance with any provision of the condominium instruments, rules and regulations.

44. MOVE OUT PROCEDURES: TENANT shall notify LANDLORD four (4) months in writing of his/her intent to vacate on or before the expiration of the lease term. At the expiration of the lease term, TENANT shall totally vacate the property and remove all trash and items which are not owned by LANDLORD. TENANT shall deliver property to LANDLORD in identical or better condition than unit was in upon commencement date of this lease, normal wear and tear excepted. TENANT shall leave the floors, patio, balconies, walls, appliances and fixtures clean and in working conditions, pay all utility bills, close all windows, lock all outside doors, and return all keys to LANDLORD. TENANT shall submit to LANDLORD his/her forwarding address.

45. LANDLORDS PERMISSON OR CONSENT: If any provision of this agreement requires the written permission or consent of LANDLORD as a condition to any act of TENANT, such written permission or consent may be granted or withheld in the sole discretion of LANDLORD, may contain such conditions as LANDLORD deems appropriate and shall be effective only so long as TENANT complies with such conditions. Moreover, any written permission or consent given by LANDLORD to TENANT may be modified, revoked, or withdrawn by LANDLORD at any time, at LANDLORD's sole discretion, upon written notice to TENANT.

46. GENDER, AND JOINT AND SEVERAL LIABILITY: Wherever herein indicated the terms "Owner" and "Resident" shall include the plural as well as the singular and the liability hereunder shall be joint and several whenever there is more than one owner or resident. When used masculine gender shall include the feminine gender. Where there is more than one resident, the obligations hereunder are joint and several.

47. NO ESTATE INLAND: This agreement only creates the relationship of LANDLORD and TENANT between LANDLORD and TENANT; TENANT has a usufruct (only and not an estate for years; and no estate shall pass out of LANDLORD).

48. ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between LANDLORD and TENANT and no oral statements shall be binding.

49. SEVERABILITY: In the event any section of this agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.

50. HOMESTEAD EXEMPTION: TENANT renounces and waives all rights to claim any benefit or exemption under the Homestead Laws of Georgia.

51. RECORDING. This lease shall not be recorded in any public records.

52. TIME IS OF THE ESSENCE: Time is of the essence of this lease and all covenants contained herein.

53. SPECIAL STIPULATIONS: The following special stipulations shall control in the event of conflict with any of the foregoing: No lead-based paints/inspection. Tenants responsible for C.O.A provided blue recycling bins and green herbie-curbie trash bins. Rent includes lawn maintenance. Not all windows have screens. If tenant uses Arthur with carpet upholstery care on move-out 1-888-568-9890, then landlord will pay 25% move-out carpet cleaning costs/charges. Owner or owner/landlord is authorized to check City of Atlanta water accounts at any time. Broken/wobbly ceiling fans will be replaced with light fixtures only. Broken Garbage Disposals will be removed and Not replaced (if none, write "NONE").

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.

_____ LESSEE/TENANT/RESIDENT	_____ DATE	_____ LESSEE/TENANT/RESIDENT	_____ DATE
_____ LESSEE/TENANT/RESIDENT	_____ DATE	_____ LESSEE/TENANT/RESIDENT	_____ DATE
_____ OWNER/LANDLORD/LESSOR	_____ DATE	_____ LESSEE/TENANT/RESIDENT	_____ DATE

MOVE IMMOVE OUT INSPECTION FORM

Property Address: _____

Resident's Name: _____

Phone: _____

NOTICE TO RESIDENT: Georgia Law requires that you acknowledge the correctness of the Move In and Move Out Inspection reports by signing off, or, if you disagree, by filing a properly signed written statement of dissent setting forth specifically those items with which you disagree.

Items	Move In	Move Out	Location	Move In	Move Out
KITCHEN:			LIVING ROOM:		
Light Fixtures	WORKING/CLEAN		Drywall	GOOD	
Dishwasher	"	GOOD	Baseboards/molding	CLEAN	
Disposal	"	"	Doors & knobs	GOOD	
Range (including drip pans)	"	CLEAN	Carpet/flooring	CLEAN	
Refrigerator (including shelves/drawers)	"	"	Outlets/Cover plates	GOOD	
Cupboards	"		Ceiling holes/stains	NONE	
Door fronts/knobs	GOOD		Blinds/window dressing	WORKING/CLEAN	
Drywall	"		Walls	GOOD	
Faucets	WORKING/CLEAN		HALLWAYS:		
Carpet/Flooring/Molding	"	"	Drywall	GOOD	
Ceiling holes/stains	NONE		Fixtures	WORKING/CLEAN	
Counter Tops	CLEAN		Doors	GOOD	
Sinks/Faucets	WORKING/"		Carpet/flooring/molding	CLEAN	
Outlets/Cover plates	GOOD		Outlets/Cover plates	GOOD	
DINING AREA:			LAUNDRY AREA:		
Wallpaper/Paint			W/D hookups	WORKING/GOOD	
Ceiling Fan			Shelving/tracks	CLEAN	
Drywall			Flooring	"	
Ceiling holes/stains			Walls	GOOD	
Walls			Light Fixtures	WORKING/CLEAN	
BATHROOMS:			BEDROOMS:		
Fixtures	WORKING/CLEAN		Carpeting/Flooring	CLEAN	
Toilet	"	"	Fixtures	WORKING/"	
Bathtub/shower	"	"	Walls	GOOD	
Cabinets	"	"	Outlets/Cover Plates	"	
Outlets/Cover plates	GOOD		Blinds/Window Treatments	WORKING/CLEAN	
PATIO AREA:			Comments:		
Fixtures	WORKING/CLEAN		Molding	"	
Walls	"		Ceiling holes/stains	NONE	
Ceiling holes/stains	NONE				
Floor	CLEAN				

Keys returned? Y N

Lock Replacement? Y N

Cost of Replacement: _____

Move in Inspection delivered to resident prior to occupancy. _____

Owner/Landlord

Date

Resident accepts responsibility for condition of above referenced rental property "as is" with the exceptions noted above. This form is made a part of the rental agreement. Resident acknowledges receipt of Move In Inspection results prior to occupancy and prior to acceptance of any security deposit. Resident has inspected the property prior to occupancy and accepts Move In Inspection Report.

RESIDENT

DATE

RESIDENT

DATE

Resident

Date

Resident

Date

Inspection to determine extent and estimated charges for any damage to be assessed by landlord against resident. Resident acknowledges receipt of Move Out Inspection Report and estimated costs.

Move Out Inspection results delivered to resident. _____

Owner/Landlord

Date

Resident

Date

Resident

Date

Erich P. Welch
641 Woodward Ave, SE
Atlanta, GA 30312
404.557.8248

EPW

development

NOTICE TO RESIDENTS REGARDING RENTER'S INSURANCE

We recognize the significant value you have in your personal belongings including furniture, wardrobe, audio-visual equipment and other personal effects. However, many residents mistakenly assume their Owner/Landlord is responsible for the security of their personal property. This is not the case.

There are a number of good reasons to obtain renter's insurance beyond damage to your personal belongings, consider:

- Your home is burglarized
- You may be liable if you are the cause of a fire or flood that damages your rental home
- You may be liable if a guest is injured in your rental home

Insurance is important!

I have read this notice and the segment in my lease which stresses the importance of obtaining rental insurance. I realize I may obtain insurance from the agent and/or company of my choice.

Resident Date

Resident Date

Resident Date

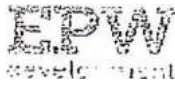
Resident Date

Address

Initial one:

- _____ I have obtained Renter' s Insurance
 _____ I intend to purchase Renter's Insurance
 _____ I decline to insure and understand the risk





LEASE ADDENDUM
POLICY FOR RENTAL PAYMENTS

By signing below, I hereby acknowledge I have been informed and will abide by the following payment Guidelines:

- 1. Rent is due and payable without demand on or before the first day of each month. All payments must be made by Zelle (or equivalent) or in the form of personal check, certified check, or money order (with Prior Written Permission of Owner). It is important to make sure your address is on your payment.
2. The Owner/Landlord will not accept partial payments. In the case of roommates, payment must be made in FULL or ALL parties will be subject to the appropriate consequences.
3. If rent is not paid in full by the opening of business on the tenth (10th), a dispossess01Y warrant will be filed. You will incur an additional fee of \$_____ when the warrant is filed. In order to stop the warrant, all monies and fees must be paid in frill via certified check or money order. Please be advised should a second warrant be filed during a twelve month period, proceedings will not be stopped and as a result you will be required to vacate the premises.
4. If a check is returned for insufficient funds during the term of my lease, only a money order or cashier's check will be accepted for that month's rent plus applicable fees (this includes NSF charges and late fees). In the event that a second NSF check is received, then all future rents must be paid by cashiers check or money order and personal checks will no longer be accepted.

Resident _____ Date _____
RESIDENT
DATE
Resident _____ Date _____
Resident _____
Owner/Landlord _____ Date _____
DATE

SECURITY DEPOSIT INFORMATION

Return of your Security Deposit is subject to the following conditions:

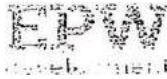
1. The full term of your lease has expired and ALL requirements have been met.
2. A FOUR (4) MONTH Notice to vacate the property has been given on or before the first day of the 4th month preceding your move out date.
3. No damages, beyond normal wear and tear to the home have occurred during occupancy.
4. The home, including all appliances, bathroom, closets, cabinets and carpet are clean.
5. All applicable charges/fees which are allowed to be deducted from the security deposit have been paid in full
6. All keys have been returned at the time of move out.
7. Deposit refund check will be made to all persons listed on the Rental Agreement. No exceptions will be made.
8. **You must provide a City of Atlanta water Bill Statement showing Account is CLOSED and PAID IN FULL.**

In order to receive your deposit refund, please leave your forwarding address with the owner prior to your move out date. Should you not provide a forwarding address in writing the security deposit will be forfeited. Your deposit refund be mailed within 30 days of your move out date to the address given or the last known address.

Your move out inspection must be completed within three (3) days of your move out date. Should you wish to be present, please make an appointment with the owner/landlord in order to complete this inspection within the required time frame. This inspection can only be made after ALL items have been removed from home.

By signing below, I understand and agree with the above.

_____	_____
Resident	Date
_____	RESIDENT _____
Resident	Date
_____	Resident _____
Owner/Landlord	Date
_____	DATE _____



SMOKE ALARM INSTRUCTIONS

A Smoke Alarm is designed to respond quickly to the presence of smoke. It cannot prevent a fire. There are hazards against which smoke alarms may not be effective, such as smoking in bed, explosions, etc. The ultimate responsibility for fire protection rests with you. This responsibility includes escape planning, periodic safety checks and an effective warning system.

Every six months you should vacuum the outside of the smoke alarm and replace the battery. You will note that the smoke alarm is permanently sealed and does not require any disassembly.

You should test your alarm at least once per week to assure yourself that it is operating. Your smoke alarm is equipped with a full function test button. By simply pushing this button, you will be assured that all parts of your alarm are operating correctly. Push and hold test button for 5-10 seconds until the alarm sounds.

A short chirping sound from the detector that can be heard once per minute indicates that the battery is low and needs replacing. The landlord is not responsible for the replacement of batteries, however, should you require assistance when replacing the battery, please call.

Resident	Date
<i>RESIDENT</i>	<i>DATE</i>
Resident	Date
<i>RESIDENT</i>	<i>DATE</i>
Owner/Landlord	Date

EPW

development

UTILITY TRANSFER AGREEMENT

RESIDENT NAME(s): _____

ADDRESS: _____

I/WE, _____

hereby understand that as of _____(move in date), I/We will assume full responsibility for all utilities at the service address listed above. I/We further understand that this responsibility will continue throughout the term of my Lease Agreement (move out date).

Should utilities **NOT** be transferred from the owner/landlord's name into my name as of the date of move in, I understand that I will incur an additional charge of \$30.00 per day (in addition to the actual utility bill) as a penalty until such time as utilities are transferred into my name. This penalty fee will be due and payable on the first day of the month following move in date. I also understand that if I/we fail to transfer my utilities within seven (7) days of move-in date, I understand the owner/landlord has the right to cut off the respective utility(ies).

_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Owner/Landlord	Date

EPW

EPW
Estate Planning
Wills & Trusts

MAINTENANCE REQUEST PROCEDURES

1. If you should have a maintenance request in your home, please call ERICH WELCH at 404.557.8248. If there is no answer, please leave a detailed message with your name, property address, telephone number (day and evening), and the nature of the request to be completed. CALL BACK @ WELCH ERICH @ BELLSOUTH.NET EMAIL.
2. Per your lease agreement, management reserves the right to enter your home in case of the following emergencies or scheduled maintenance visits:
 - a. Any leak that might cause damage to you coming from your home or going into your home (water, gas, etc.).
 - b. No heat if the temperature is below 50 degrees.
 - c. No a/c if the temperature is above 80 degrees.
 - d. Refrigerator is not working (if refrigerator is owner's)
 - e. Gas leak of any nature.
 - f. Stove or oven not working.
 - g. A non working commode is not considered an emergency if there is another available in the home.
3. If you should have an emergency, call 404.557.8248 immediately OR NACHO: 404.557.8261

Property Address

Resident

Date

RESIDENT

DATE

Resident

Date

RESIDENT

DATE

Owner/Landlord

Date

Erich P. Welch
602 Narrow Street, SE
Atlanta, GA 30312
404.557.8248



MOVE OUT CLEANING AND DAMAGE FEES

Kitchen:

Clean oven and Stove	\$ 150.00
Clean dishwasher	30.00
Clean refrigerator	50.00
Clean countertops	20.00
Clean all cabinets inside & out (remove shelf paper)	50.00
Remove Stickers from Refrigerator	100.00

Appliance Parts:

Drip pans	25.00
Oven racks	20.00
Refrigerator racks	55.00

Baths: (charges for each bathroom)

Clean toilet bowl	45.00
Clean medicine cabinet	25.00
Clean sink, countertops, and vanity cabinet	45.00
Sweep and mop floor	20.00
Remove stickers from tub surface or any other areas	40.00
Replace toilet seat	30.00

Carpet:

Vacuum entire carpet	150.00
Remove stains	50.00 and up
Other damage	50.00 and up
Replace carpet	750.00 and up

Blinds and Fans:

Clean blinds & ceiling fans	25.00 each
Blinds damaged beyond repair	80.00 and up

Walls:

Wallpaper damage	75.00 and up
Large patching	75.00 and up
Spackling	45.00 per room
Painted wall(s), other than current color (Duron 5350 Colonial White Interior Flat Latex)	\$100.00 per wall & Up
Large stains or crayon markings (kids)	50.00 per wall

Erich P. Welch
662 Narrow Street, SE
Atlanta, GA 30312
404.557.8248

EPW

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Outside Storage, Patio and Trash Removal:

Trash Removal	100.00 and up
Sweep patio	25.00
Grounds pick-up	45.00
Firewood Removal	75.00

Doors:

Damage requiring replacement	100.00 & Up
Replacement of doorstops	10.00 each
Replacement of front door	450.00 each & Up
Replacement of interior door(s)	100.00 each & Up

Windows and Sills:

Clean	10.00 each
Replacement of pane	100.00 & Up
Replacement of screen	25.00 & Up
Replacement of window & frame	180.00 & Up
Replacement of sliding patio doors	300.00 & Up

Fireplace:

Clean ashes/burnt wood	50.00
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Keys and Locks:

Replacement of entrance lock	90.00
Replacement of door/mail keys	30.00

Any cleaning and damages other than those specifically mentions here will be repaired at a rate of \$50.00 per hour for labor plus necessary parts and materials needed to repair the damages or perform the necessary cleaning/repair requirements.

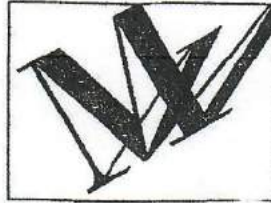
Resident _____ Date

Resident _____ Date

Resident _____ Date

Resident _____ Date

Owner/Landlord _____ Date



PET AGREEMENT

Resident's Name(s): _____

Property Address: _____

Resident agrees to meet the following terms and conditions:

1. Only the pet listed and described below is authorized under this Pet Agreement.
2. No pet will exceed _____ (___ lbs.) at maturity.
3. Pet will not cause danger, damage, nuisance, noise, health hazard or soil the home, grounds, walks, parking areas, landscaping or gardens. Resident agrees to clean up after pet and accepts full responsibility and liability for any damage, injury, or actions arising from or caused by his/her pet.
4. Resident agrees to register and immunize pet in accordance with local laws and requirements.

Resident agrees to observe the following:

Dogs and Cats must be controlled at all times. Proper disposal of cat litter (securely bagged) will be done on a frequent basis.

Birds will be properly caged. Seeds and droppings will be shielded or caught to prevent accumulation and/or damage to carpeting/floors.

Fish/Aquariums will not leak and will be cleaned regularly to prevent foul water and/or odors.

Pet Description:

Type/Breed	Color	Name	Age	Weight	Rabies Tag No.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Vet's Name & Phone #: _____

Pet Fee (Non Refundable) \$ _____

Pet Deposit (Refundable) \$ _____

Resident Date RESIDENT DATE

Date RESIDENT DATE

Owner/Landlord Date RESIDENT DATE