

LEASE CONTRACT

This LEASE agreement, made this ____ day of _____, 20____, is between
J.Alan Properties, (hereinafter called "Lessor", "Landlord" or "Management") and

1. _____,
2. _____,
3. _____,
4. _____,
5. _____,
6. _____,
(hereinafter called "Lessees", "Tenants" or "Residents").

Location of property is _____, Atlanta, GA 30318.

Term: The initial term of this lease shall be for _____ months beginning at 12:00 noon _____, 20____, and ending at 12:00 noon _____, 20____.

Possession: If there is a delay in delivery of possession by the lessor, rent shall be prorated on a daily basis until possession is granted. If possession is not granted within ten (10) days after the beginning of the initial term, the lessee may void this agreement and a refund of deposit will be made. Lessor shall not be liable for damages under any legal theory for delay in possession.

Rent is payable monthly in advance at a rate of _____ per month from _____ to _____ during the term of this agreement on the first day of each month (or upon occupancy if mid month). **Payment shall be made by mail to J. Alan Properties, PO Box 18881, Atlanta, GA 31126. To be timely, the check must be received no later than the first (1st) day of the month. Hand-delivery of Lessees' rent to Lessor's local agent is not an acceptable form of rental payment.**

Late Payments and Returned Checks: Time is of the essence. If the rent is not received at the PO Box 18881 address above by the fifth day of the month, a penalty of \$25.00 shall be paid by Lessees to Management, and a further penalty of \$5.00 per day thereafter until the rent is paid shall be paid by Lessees to Management as additional rent, due and payable each day. All of the late fees apply to each late partial payment in the event multiple checks make up the entire rent. Each daily failure to pay such additional rent shall be a separate event of default. In the event any check given by Lessees to Management is returned by the bank unpaid, Lessees shall pay a \$50.00 return check fee to Management in addition to the aforementioned daily late fees, with all subsequent monies thereafter due and payable in certified funds. If a lessee has more than two returned checks within a twelve-month period, lessor, at his option, may terminate the lease immediately and the lessee shall immediately vacate the premises and surrender his or her security deposit as liquidated damages.

If the rent (along with late charges and/or dishonored check charges) is not received by the due dates noted above, the lessor at his option may terminate the lease immediately and the lessee shall vacate the premises and surrender his or her security deposit as liquidated damages. Lessee shall be held liable for the cost of repairing any damage to the unit and for any shortfall in rent until the unit is re-rented. These costs shall be in addition to liquidated damages.

If late payment charges and/or dishonored check charges apply and are not paid with monthly rent or when invoiced, they will be deducted from Lessees' Security Deposit at the expiration of the lease.

The entire monthly rent is payable in full on the first day of the month. No deductions of any kind whatsoever will be permitted unless authorized in writing by Management prior to the deduction. If an emergency repair requiring payment immediately is encountered, then Lessees will pay the bill upon performance of the service and submit the bill to Management for reimbursement by return mail.

Although the rent may be paid to lessor with several checks from the various Lessees, **payment is not considered made until all the rent has been paid.** The Lessees are responsible, singly and jointly, for the full monthly payment of the rent, regardless of whether the Lessee is living in the premises or has vacated.

Security Deposit: Lessee agrees to deposit _____ dollars, as detailed below, with lessor before taking possession of the property as security for resident's fulfillment of the conditions of this agreement. Deposit will be returned to Lessee within thirty (30) days after house is vacated if:

- (a) Lease term has expired or agreement has been terminated by both parties;
- (b) All monies due Lessor by Lessees have been paid (including any unreimbursed utility charges paid by Lessor on behalf of Lessees or late payment and/or dishonored check charges not paid with monthly rent when appropriate); and
- (c) Unit is not damaged and is left in its original condition, normal wear and tear excepted.

Deposit may be applied by Lessor to satisfy all or part of resident's obligations and such act shall not prevent the Lessor from claiming damages in excess of the deposit. **The security deposit is not rent in advance.** Under no conditions shall any or all of the security deposit be applied to any rent payment. Regular, monthly rent payments must be paid in a timely fashion up to, and including, the final rent payment due on the first day of the last month of the lease. **Security deposit used as rent in advance will automatically and irrevocably lead to automatic forfeiture of any remaining security deposit. This is particularly true when the final rent payment due on the first day of the last month of the lease is not paid.**

Twenty-five dollars (\$25.00) of the security deposit is a **Key Deposit** to insure the return of all keys at the termination of the lease and/or to apply to the cost of rekeying locks should the keys not be returned. Key deposit will be returned to lessee within 30 days after keys have been returned. **In no event shall keys/locks be changed or added without the lessor's written permission.**

The security deposit shall be paid as follows: at least _____ at the time the lease is executed; and _____ by _____.

Utilities: The Lessees are responsible for the payment of all utilities, including natural gas, electricity, water and sewer. These specific four utilities shall remain in the name of the Lessor, who shall pay these four utilities directly to the utility companies as billed. (Exception: The three units of 330 Home Park Avenue NW – Units A, B and C - are separately metered for electricity. Lessees of these three units shall pay their electric bill directly to the electric utility company each month)

Lessees shall reimburse Lessor for the utilities paid directly by Lessor by paying an estimated average utility charge **in advance** each month with Lessees' monthly rental checks.

The estimated average monthly utility cost for gas, electric, water and sewer shall be equal to the actual average month's utilities between May 1, _____ and April 30, _____ (12 months), plus 5% for estimated inflationary rate increases. The specific estimated average monthly utility cost will be provided to tenants 30 days prior to inception of this lease, or is provided now and shall be \$_____ per month. This estimated utility charge shall be paid on the first day of each month along with Tenants' rent. Separate checks or money orders for rent and utilities are not necessary; lessor encourages including both rent and estimated utility charges on the same check or money order.

Actual utility usage will be reconciled with estimated usage periodically, and a bill for undercharges or a statement for overcharges shall be issued. At the end of the Lease period, the Lessor will present a final accounting to the Lessees and a final adjustment shall be made within 30 days of the end of the Lease, or the adjustment shall be made as part of the reconciliation of the security deposit.

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

Fire or Other Casualty Loss: If house is made uninhabitable by fire or casualty not the fault of Lessees, this agreement, at lessor's option, shall be terminated or, if temporary housing is available, Lessor may elect to continue lease, in which case Lessor is responsible for expenses of temporary housing.

Hold Over: Lessees shall remove all of Lessees' property and deliver possession of house in a clean condition and good order and repair to Lessor upon termination or expiration of this agreement. Unless specifically agreed to by the Lessor in writing, any **Hold Over beyond the termination or expiration of this Lease shall result in additional rental charges in increments of full months and not in increments of full days.**

Right Of Access: Lessor shall have the right of access to house, without notice, for inspection and maintenance during reasonable hours. In case of emergency, Lessor may enter at any time to protect life and prevent damage to the property. Lessees authorize management to show the property to prospective new Lessees after Lessees have given notice of termination, or fail to renew Lessor's renewal lease to be submitted about five months prior to expiration of current lease.

Use: House shall be used for residential purposes only and shall be occupied only by the persons named in the lease. House shall be used so as to comply with all state, county and municipal laws and ordinances. Residents shall not use house or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other residents' quiet enjoyment of their units.

Property Loss: Lessor shall not be liable for damage to resident's property of any type for any reason or cause whatsoever, except where such is due to Lessor's negligence. Resident shall be responsible for obtaining fire and extended coverage insurance with respect to personal contents, if he or she so desires. Such extended coverage insurance should make provision for temporary living expenses in case property is made uninhabitable.

WARNING: THE LESSOR DOES NOT AND CANNOT LEGALLY INSURE LESSEES' FURNITURE AND PERSONAL PROPERTY. ONLY THE LESSEES WHO OWN THE GOODS MAY INSURE AGAINST LOSS.

Pets: No pets are allowed even on a temporary basis. Feeding a stray pet at the door or on the property or on the contiguous sidewalks constitutes having a pet and the Lessor at his option may cancel the Lease and the Lessees shall vacate the premises and surrender the security deposit as liquidated damages.

Occupancy: No persons other than those named on page one shall occupy or share premises with Lessee. Overnight guests shall be allowed only after **all** the Lessees have given their approval. A guest spending more than five nights a month in the residence is considered permanent and the Lessor may, at his option, cancel the Lease and keep the security deposit for liquidated damages.

Use of Premises: Premises shall be used as Lessee's residence only and for no other purposes; nor shall Premises be used in violation of any laws, ordinances, restrictions or regulations of any governmental body, nor so as to create a nuisance, nor to increase the rate of insurance thereon. Lessee accepts Premises in its present condition and as suited for residential use. Lessor shall not be required to make any repairs or improvements to Premises, except that, after receipt of written notice from Lessee of any damage or defect rendering Premises unsafe or untenable, Lessor shall remedy such defective condition, or, if the damaged or defective Premises are unfit for occupancy and if Lessor decides not to repair Premises, then upon written notice from Lessor to Lessee this Lease will terminate with rent prorated and any balance refunded.

Lessee shall be liable for, and shall indemnify and hold Lessor harmless from, any claim of damage or injury to the person or property of Lessee, Lessor's other tenants and any other party, if such damage or injury be due to the act or neglect of Lessee, any guest of Lessee or anyone in Lessee's control or employ or brought into Premises by Lessee or if such damage or injury be due to any failure of Lessee to report in writing to Lessor any such defective condition.

Lessee shall maintain Premises in good condition and repair and shall do no damage thereto. If premises are rendered untenable by fire, storm, earthquake or other casualty whatsoever, this Lease, at lessor's option, shall terminate as of the date of such destruction or damage and rental shall be accounted for as of that date, or lessor may elect to continue lease, in which case lessor is responsible for expenses of temporary housing.

Assignment And Subletting: Lessee shall not assign this Lease or sublet Premises or any part thereof or secure a replacement for Lessee hereunder without first obtaining the written approval of Lessor. Lessor will accept Lessees subletting to other acceptable students during the summer months but the original Lessees shall be responsible for all of the articles of this Lease during that period, including but not limited to, the timely payment of rent/utilities and any damage to Premises beyond normal wear and tear.

Fixtures And Furniture: Lessee may (if not in default hereunder) prior to the termination of this Lease, remove all fixtures, personality and equipment which Lessee has placed in Premises; provided that Lessee restores Premises to its condition prior to the installation of such fixtures, including repair of wall where Lessee has hung pictures or other objects. Lessor shall not be liable for any loss of or damage to any property whatsoever, and Lessee shall at all times cause Lessee's fixtures, personality and equipment to be adequately insured.

Lessees Responsibility Regarding Guests and Friends: Lessees are responsible for damage to the premises caused by their guests and/or friends. If a screen, glass, door, etc. is damaged by Lessee and/or friend for any reason, including an effort to gain entry into the premises, the Lessees shall pay for the repair within three days of notification by the Lessor. (Exception: A copy of a police report showing they have been notified concerning a break-in or attempted break-in will release the Lessees from obligation to pay for the damages.)

"Open House" Is Prohibited: The doors and windows shall be closed and locked when the Lessees are away from premises. The residence shall not be used as a place for friends to use when Lessees are away.

Lessees' Conduct: Lessee, Lessee's friends and guests shall not act in a disorderly, boisterous nor unlawful manner and shall not disturb the rights, comforts or convenience of other persons in the dwelling.

Inspection: If Lessee, Lessee's family members or guests are present in unit, then Lessor, Lessor's representative or servicemen may enter unit at all reasonable times for any reasonable business purpose. If such parties are not present, then Lessor's representatives or servicemen may enter unit at all reasonable times (so long as written notice of such entry is left in the unit after such entry) for these purposes: repairs, extermination, preventative maintenance, failure to return tools or appliances within prescribed time, emergency, safety or fire inspections and inspection by fire marshals, mortgage lenders, prospective purchasers, prospective residents or insurance agents.

Termination and Reletting by Lessor: If Lessee defaults for three calendar days after written notice from Lessor or Agent of default by Lessee in the payment of rental due or otherwise defaults under any term, condition or provision of this Lease; or if Lessee fails to reimburse Lessor for any damages, unpaid utilities, repairs or plumbing service costs when due under this Lease; or if Lessee shall abandon Premises; or if Lessee or any other occupant or guest in Premises shall violate or fail to comply with any term, condition or provision of this Lease or any of the House Rules and Regulations hereinafter set forth in the Lease, as such rules may be reasonably changed or additional rules imposed and Lessee notified thereof, then Lessor or Agent shall have the option to either terminate this Lease by written notice to Lessee or, without terminating this Lease, to enter upon and take possession of Premises, removing all persons and property therefrom and, as Lessee's Agent, to re-rent Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor or Agent deems proper; Lessee shall be liable to Lessor for any deficiency between all rental due hereunder and the price obtained by Lessor on such reletting. Such termination shall not release Lessee from liability for any unpaid rentals under this Lease, past or future.

Surrender of Premises: Whenever under the terms hereof Lessor is entitled to possession of Premises, Lessee shall at once surrender Premises to Lessor and shall remove all of Lessee's effects therefrom; and Lessor may forthwith re-enter Premises and repossess itself thereof, removing all persons and effects therefrom and using such force as may be necessary, without being guilty of forcible entry or detainer, trespass or other tort. Lessee shall not remain in possession of Premises after the expiration of the final term of this Lease. Any holding of Premises by Lessee after the expiration of this Lease (except pursuant to a new lease) shall not constitute a tenant-at-will interest on behalf of Lessee, but Lessee shall be a tenant at sufferance.

Service of Notices: Lessee hereby appoints as Lessee's agent to receive service of all dispossessory or other legal proceedings and notices thereunder, and all notices required under this Lease, the person occupying Premises at the time such notice is given, and, if no person be occupying the same, then such service or notice may be made by attaching the same on the front entrance to Premises. A copy of all notices under this Lease shall also be sent to Lessee's last known address if different from Premises.

Signs; Carding: Lessee shall place no signs, placards, or other advertisement of any character on Premises. Lessor may card Premises "For Rent" at any time within one hundred fifty days prior to the expiration of this Lease and during such one hundred fifty day period may exhibit Premises to prospective tenants. Lessor may card premises "For Sale" at any time and may exhibit premises to prospective purchasers.

Storage And Garage: If Lessor makes available to Lessee any storage space or garage, anything placed therein by Lessee shall be stored wholly at the risk of Lessee, and Lessor shall have no responsibility in respect thereof. If Lessor makes available to Lessee any space for use as a garage or for parking cars, Lessor shall not be responsible for any damage to or loss of any vehicle stored or parked therein, whether said damage or loss results from falling limbs, tree sap, pollen, or any other cause, nor for any part or accessory of such vehicle, nor for any property of any kind stored or left in said garage or vehicle.

Parking: Tenants and their guests are responsible for parking their vehicles in areas not in violation of City or County laws or ordinances. The subject neighborhood has City ordinances prohibiting the parking of vehicles directly on City streets without proper permits. When available, Lessor provides limited (in some cases, very limited) off-street parking for no more than one vehicle for Tenant and his or her guests; however, if Tenants or Tenants' guests park a vehicle(s) directly on City streets resulting in a ticket, fine or towaway expense, Tenants and their guests are solely responsible for such payment.

Definitions: "Lessor" as used in this Lease shall include Lessor, Lessor's heirs, executors, administrators, legal representatives, assigns and successors in title to Premises, "Lessee" shall include Lessee, Lessees, Lessee's heirs, executors, administrators, legal representatives and, if this Lease shall be validly assigned or sublet, shall also include Lessee's assignees and sub-lessees. "Agent" shall include Agent, successors and assigns. Lessor, Lessee and Agent include male, female, singular, plural, corporation, partnership or individual, as may fit the particular parties. The captions used herein are merely descriptive of some matters contained therein and do not necessarily describe the contents of each paragraph.

Indemnification: Lessees release Lessor from liability for and agree to indemnify management against all losses incurred by management as a result of (a) Lessees' failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about unit or premises to Lessees' invitees or licensees or such person's property; (c) Lessees' failure to comply with any requirement imposed by any governmental authority, and (d) any judgment, lien or other encumbrance filed against unit as a result of Lessees' actions.

Failure of Management To Act: Failure of management to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of management's rights to act on any violation.

Remedies Cumulative: All remedies under this agreement or by law or equity shall be cumulative. If either Lessor or Lessee is forced to bring suit for any breach of this agreement, the non-prevailing party shall pay to prevailing party all expenses incurred in connection therewith, including reasonable legal fees.

Notices: Any notice required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by certified mail.

Repairs: Resident accepts house in "as is" condition as suited for the use intended. Resident understands and agrees that the house, equipment and fixtures will be under the control of resident and agrees to keep said house, together with the fixtures therein, in a clean, slightly and sanitary condition. Management will make necessary repairs to house with reasonable promptness after receipt of written notice from resident. If any damage, beyond normal wear and tear, is caused by resident or his guest, resident agrees to pay management the cost of repair with the next rent payment. Resident may not remodel or structurally change house, nor remove any fixture therefrom.

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

Mortgagee's Rights: 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 of which house is a part; if requested, resident shall execute promptly any certificate that management may request to specifically implement the subordination of this paragraph.

Default By Resident: Any breach or violation of any provision of this agreement by resident or any untrue or misleading information shall give Lessor the right to terminate this agreement or to take possession and hold resident liable for the remainder of the term.

Forfeiture of Security Deposit: Once a lease is executed by the Lessees and counter-signed by the Lessor, a legally binding contract is created, even if Lessees have not yet taken occupancy or the new lease term has not yet begun. If Lessees decide before Lessees' lease term begins that Lessees wish to live elsewhere or otherwise terminate the lease, Lessees shall be completely responsible for finding new tenants and collecting the replacement security deposit. If Lessor is required to assist in finding new Lessees, one-half the security deposit (minimum \$500) will automatically be forfeited, *in addition to* charges for damages and other fees due Lessor. Further, if unit remains vacant after the new lease term starts, Lessees who originally executed the lease shall remain responsible for rent and utilities until unit is re-rented.

Lead-Based Paint. Houses built before 1978 may contain lead-based paint, which can pose health hazards, particularly to young children and pregnant women. Lessor affirms that he has no knowledge, records or reports pertaining to lead-based paint or hazards from lead-based paint to the subject property. Lessee acknowledges that he has received this information and the pamphlet *Protect Your Family From Lead in Your Home*.

General and Grounds Maintenance: Resident acknowledges that the premises are in good order and repair, and resident accepts the premises "as is", unless otherwise indicated herein. Resident shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Resident shall be responsible for damages caused by his negligence and that of his family, or invitees, or guests. Resident shall mow, irrigate and maintain any surrounding grounds, including lawns and shrubbery and gutters, and keep the same clear of rubbish, weeds, or leaves if such grounds are a part of the premises and are available for the use of the Resident. In the event that Resident fails to maintain lawns or shrubbery which are a part of premises, Management, after attempting to notify Resident, may, but is not required to, maintain lawns and/or shrubbery by using a professional yard maintenance company. The costs of any such yard maintenance will be paid by the Resident.

Appointments: Tenant is responsible for the coordination of all appointments with all professionals and/or personnel necessary for all repairs, maintenance, improvements, replacements, deliveries, service, inspections, etc. unless otherwise directed by landlord. Further, tenant is

responsible for allowing and coordinating all access to the property as required for such jobs as listed in this clause unless otherwise directed by landlord. As such, tenant understands and accepts such responsibly and agrees that any missed appointment(s) could result in tenant paying a re-scheduling fee(s).

Legal Age: Each lessee hereby certifies that he or she is legally able to enter into this lease and has already reached the age of eighteen years.

Code Violations Issued By City/County: When the appropriate governing authorities cite a Premise for a code violation resulting from the neglect/misuse of the Premise by Lessee, then Lessee agrees to remedy said violation (e.g., failure to maintain neatly manicured lawn), at Lessee's expense, within the time frame permitted by the governing authorities. If the violation is not remedied within the time frame permitted by the governing authorities, then Lessor has the right to remedy the violation and to invoice the Lessee for all costs associated with the remedy of said violation. If said invoice is not paid within fifteen days of receipt, then Lessor has the right to subtract said costs from the security deposit.

Reciprocity of Attorney's Fees: If it is necessary for either party to engage an attorney to enforce this lease, the non-prevailing party shall reimburse to the prevailing party all expenses incurred, including reasonable legal fees.

RULES AND REGULATIONS OF LEASED UNITS

Lessee shall:

1. Not obstruct sidewalks, entry passages, halls, stairways and porches, nor allow children to loiter or play in them, nor use them for any purpose except ingress and egress, nor leave bicycles or other vehicles therein.
2. Not use water closets, drains or other plumbing apparatus for purposes other than those for which they were constructed and not throw sweepings, rags, cooking grease, rubbish, ashes, coffee grounds or other substances therein.
3. Be responsible for damage to plumbing, cooling, or heating apparatus, and other equipment from misuse by Lessee.
4. Throw nothing out of the windows or doors of the unit.
5. Close windows and doors when it rains or snows, and be responsible for any injury to premises or other tenants due to failure to do so.
6. Not alter premises nor change any partition, door or window, nor add locks, nor paint, bore or screw on/in the walls, ceiling, floors and woodwork.
7. Keep whole all glass, locks and trimming in or upon the doors and windows, and immediately replace or repair such thereof as may be broken or out of order under the direction and to the satisfaction of the Lessor.
8. Erect no awnings or shades outside or inside the windows unless approved by Lessor.
9. Confine his use of porches or balconies in that portion thereof directly in front of his unit, if any, and shall keep them clean and shall not use them for storage purposes.
10. Discontinue all phonographs, television, pianos, radios and other musical devices at a reasonable hour and shall not practice or play musical instruments at any time, nor give music lessons, vocal or instrumental, at any time. Lessee shall not play his radios, tape decks, stereos, etc., loud enough to be heard on the adjacent property.
11. Preserve perfect order at all times and permit no boisterous conduct.
12. **Observe other and reasonable rules as Lessor in his judgment may from time to time, without prior notice, promulgate for the safety, cleanliness and care of the premises, the building, and for the preservation of good order.**
13. Not hang washing, clothing, bed covers or linen from windows, porches, or in any yard space, except if hangers are provided by Lessor for that purpose.
14. Not place flower pots, boxes or other receptacles in hallways or in windows, or porch railings, or where they may cause injury to any person, nor place objects in windows, hallways, or porch railing deemed unsightly by Lessor.
15. Not place water beds in Premises.
16. Not tear down or repair any motor vehicles, including motorcycles, nor store or abandon any inoperative motor vehicles in or on Premises or on any part of Lessor's real property on which Lessee's unit is located.
17. Not use flags, sheets or other items not specifically made for window treatment or covering. Lessees are responsible for the purchase and upkeep of all acceptable window treatments, such as drapes, curtains, shades or blinds.
18. Not bring inside the unit any items normally used for exterior purposes, including motorcycles, boats, rafts, skateboards, skis, surfboards, etc., or part of same. Bicycles may be kept inside only if kept off carpets where damage to neither the floor, walls, or ceiling will result.
19. Not set up musical instruments such as drums, loudspeaker systems, etc., inside the unit or on any part of the premises.
20. Not attach nails, eyebolts, screws, ropes, etc., to unit or trees.
21. Help maintain the dwelling and yard in a quiet manner conducive to study except during regularly scheduled school (Georgia Tech) holiday breaks.
22. Not turn off the gas, water, or electricity except in an emergency and immediately advise Lessor when such unusual action is taken. Lessees recognize that turning off gas and/or electricity between October 1st and May 1st could cause water pipes to freeze and burst causing extensive, costly damage. Lessees are responsible for cost of repair of this damage if utilities have been cut off during possible freezing weather and/or windows or doors have been left open. Lessees shall keep water heaters on and room thermostats set no lower than 55 degrees during the winter.

When temperatures are expected to fall below 15, lessees shall open all cabinet doors to expose water pipes to room temperature. If the water pipes burst for any reason, Lessor shall have them repaired as soon as possible. No deduction of rents due shall be made by Lessee because of uninhabitable conditions caused by utility failures (or burst water pipes) unless the conditions are not repaired within 5 days after written notification to Lessor by Lessees. NOTE: Lessees are responsible for knowing the location of the water cut-off for the premises. In the event of a burst pipe, Lessees shall immediately cut off water at the cut-off valve. Failure to do so will result in a portion of the repair bill being charged to the Lessees.

23. Not alter or add locks to unit without written permission from Lessor.

24. Acknowledge that major Appliances (dishwasher, disposal, range, refrigerator, etc.) are new or in good repair and are to remain clean and in good repair until lease expiration. Lessee shall notify Lessor of any problems immediately and pay a reasonable amount for having them repaired if damage is done by Lessee misuse.

25. Hang pictures with regular picture hanger, consisting of small nail and hook, and not use any sticky substance to fasten anything to any surface.

26. Take garbage "Herbie" to the curb on the morning designated by the city as collection day and return it to the rear yard after collection that day. Lessee shall be responsible for replacing lost or stolen Herbie. (Cost \$150.00)

Other Terms and Conditions of this Lease: (Not applicable if blank) _____

Miscellaneous: This Lease contains the entire agreement of the parties and no representation, inducement, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, including without limitation any acceptance of partial payments of rental or other amounts due hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof. Time is of the essence of this agreement. Lessee's rights under this Lease shall be subject to any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises.

In witness whereof, the parties hereto have caused these presents to be signed in person the day and year first above written.

J. Alan Properties, Lessor

Lessees:	Email Address:	Emergency Contact w/Phone:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

EACH LESSEE IS RESPONSIBLE (SINGLY AND JOINTLY) FOR THE FULL MONTHLY PAYMENT OF THIS LEASE FOR THE FULL TERM, WHETHER LESSEE IS LIVING IN THE UNIT OR HAS LEFT.