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Federal Trade Commission

Office of the Secretary

600 Pennsylvania Avenue NW, Suite CC-5610 (Annex B)

Washington, DC 20580

Re: Unfair or Deceptive Fees ANPR, R207011

The 39 organizations listed below are pleased to submit these comments in response to the Federal Trade Commission's (FTC) Advance Notice of Proposed Rulemaking regarding unfair or deceptive fees, R207011. These comments discuss the many fees, which we refer to as "junk fees," charged to renters and rental housing applicants. We urge the FTC to work with the Consumer Financial Protection Bureau (CFPB) and the Department of Housing and Urban Development (HUD) to investigate and prevent the imposition of these junk fees so that they do not contribute to the already growing financial burden that renters in this country face.

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EXECUTIVE SUMMARY

To secure and maintain rental housing, renters today typically face a dizzying array of unavoidable fees. These junk fees render safe and decent rental housing even more out of reach because renters must pay them on top of sky-high rents. Junk fees also jeopardize access to future housing and financial stability because they can become an alleged rental debt that leads to dunning by debt collectors and negative marks on credit reports.

To obtain detailed information about the state of rental housing-related junk fees, NCLC conducted a survey of legal services and nonprofit attorneys between November and December of 2022. We received 95 responses from 26 states and Washington, DC. The survey specifically asked respondents to indicate whether they had seen any of the following fees assessed as part of rental housing:

- Rental application fees
- Excessive late fees
- Utilities-related fees
- Processing or administrative fees
- Convenience fees
- Insurance fees
- Notice fees
- Fees charged by new corporate landlords
- High risk fees
- Charges in lieu of a security deposit
- Check cashing fees
- Fees to report payment info to the credit bureaus
- Other fees

Respondents also had the option of selecting “no fees,” but no respondents did.

The survey also asked respondents to provide detailed information about the types of fees that they have seen and any other relevant information. From those narrative responses, we identified a number of additional fees, including:

- Pet fees or pet rent
- Trash fees
- Valet trash fees
- Pest control fees
- Technology package/internet and cable-related fees
- Fees to “hold” an apartment
- Fees to rent month-to-month instead of on an annual basis

- Court costs and attorney's fees
- Common area and amenity-related fees
- Roommate and guest-related fees
- Cleaning and repair fees
- Maintenance fees
- Inspection fees
- Mail sorting fees
- Fees charged each January

RECOMMENDATIONS

This comment discusses the survey results and also provides the FTC with recommendations about how to protect renters from abusive junk fees and ensure their ability to secure safe and affordable housing. More specifically, this comment urges the FTC to:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
 - Are excessive in amount or greater than the cost to the landlord of a service.
 - Pay for services not ultimately provided (e.g., valet trash).
 - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
 - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
 - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
 - Are prohibited by state or local law.
2. Work with the CFPB to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.¹

¹ See, e.g., April Kuehnhoff, et al., Nat'l Consumer Law Ctr., *Unfair Debts With No Way Out: Consumers Share Their Experiences With Rental Debt Collectors* (2022), <https://www.nclc.org/resources/unfair-debts-with-no-way-out/>.

3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.
4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and HUD to study and address the disproportionate impact of these practices on renters and rental applicants of color.

I. JUNK FEES MAKE RENTAL HOUSING EVEN MORE UNAFFORDABLE

Even before the COVID-19 pandemic, many renters struggled to find safe and stable housing, in part because of the severe affordable housing shortage. Pre-pandemic, over 20 million renter households were burdened with housing costs that threatened their financial security.² The COVID-19 economic crisis has only exacerbated this housing affordability crisis.³

Renters now face not only an affordable housing shortage and sky-high rent prices,⁴ but also a number of junk fees that they must pay to secure and maintain housing. Junk fees add to the already heavy burden that exorbitant rents place on renters, with over 40% of renter households—19 million households—in the United States being “cost

² Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing* 26 (2020), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

³ See Andrew Aurand, et al., Nat’l Low Income Hous. Coal., *The Gap: A Shortage of Affordable Homes* 1–2 (2021), https://reports.nlihc.org/sites/default/files/gap/Gap-Report_2021.pdf; see also Ctr. on Budget & Pol’y Priorities, *Tracking the COVID-19 Economy’s Effects on Food, Housing, and Employment Hardships* (2021), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

⁴ Although the increase in rent prices has slowed in recent months, rent prices still continue to grow faster than they did before the beginning of the COVID-19 pandemic. Diana Olick, *Rent growth slows to the lowest level in 18 months*, CNBC (Nov. 17, 2022), <https://www.cnbc.com/2022/11/17/rent-growth-slows-to-the-lowest-level-in-18-months.html>; see also Monica Potts & Holly Fuong, *Rents Are Still Higher Than Before the Pandemic—And Assistance Programs Are Drying Up*, FiveThirtyEight (Jan. 9, 2023), <https://fivethirtyeight.com/features/rents-are-still-higher-than-before-the-pandemic-and-assistance-programs-are-drying-up/>. The average rent increase for one- and two-bedroom apartments from 2021 to 2022 was 24.2%. Jennifer Brozic & Andrew Depietro, Credit Karma, *Average rent increase in the U.S. in 2022: A Credit Karma Study* (2022), <https://www.creditkarma.com/insights/i/average-rent-increase#average-rent-increase-over-the-years>.

burdened,” i.e., paying over 30% of their income on housing costs.⁵ Various advocates who responded to NCLC’s survey (discussed below) emphasized the ubiquity of junk fees, with a Colorado advocate stating that very few landlords in their state do *not* charge these fees.

While a renter may be able to manage and plan for high rents if they know about them in advance, they may not be expecting an array of junk fees, which could push them over their budgets. As an advocate from South Carolina explained, landlords will advertise rentals for \$1100, but after pet fees, deposits, utility deposits, third-party company deposits, pest control fees, valet trash fees (which people rarely would opt to use and often does not actually exist in practice), the rent will be up to \$1800 per month.

Corporate and larger landlords in particular impose many fees,⁶ and such landlords have become a growing share of housing providers in the U.S.⁷ As one advocate from New York commented, the larger rental property owners are the most egregious with respect to junk fees.

In some cases, state law or local ordinances may actually prohibit housing providers from charging certain types of fees, but enforcement of those laws is difficult. Housing providers may also impose junk fees as a way to circumvent legal limits on rent increases. For example, two California advocates commented that since the passage of a state law that limits rental increases, they have seen an increase in landlords finding any other way to charge renters more money.

One Louisiana advocate provided a helpful summary of some of the conditions leading to abusive junk fees:

Our office is deeply concerned about junk fees charged to low-income renters. The proliferation of extremely long boilerplate leases such as the model National Apartment Association lease has provided cover for large, poorly-managed multifamily apartment complexes to justify charging hundreds of dollars in fees to tenants despite failing to deliver on their own

⁵ Press Release, U.S. Census Bureau, More Than 19 Million Renters Burdened by Housing Costs (Dec. 8, 2022), <https://www.census.gov/newsroom/press-releases/2022/renters-burdened-by-housing-costs.html#:~:text=DEC.,by%20the%20U.S.%20Census%20Bureau> (data from 2017-2021 period).

⁶ See Bo McMillan & Reggie Jackson, *Corporate Landlords Profit from Segregation, at Cost of Black Homeownership and Wealth*, Shelterforce (October 19, 2022), <https://shelterforce.org/2022/10/19/corporate-landlords-profit-from-segregation-at-cost-of-black-homeownership-and-wealth/> (“One 2022 paper from the University of California uncovered how a major profit strategy for corporate landlords has been to saddle tenants with a litany of atypical charges and fees in addition to rent hikes”).

⁷ Heather Vogell, *When Private Equity Becomes Your Landlord*, ProPublica (Feb. 7, 2022), <https://www.propublica.org/article/when-private-equity-becomes-your-landlord>.

basic promises. The extreme power imbalance between low-income renters seeking affordable housing in a constrained market makes it even easier for these abuses to go unchecked.

II. JUNK FEES JEOPARDIZE ACCESS TO FUTURE HOUSING AND FINANCIAL STABILITY

If a tenant ultimately cannot afford to pay the unavoidable junk fees, the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the account to the Big Three credit bureaus.

Alleged rental debt can haunt a renter long after they have vacated a housing unit—whether they left because of an eviction case or voluntarily moved out. Rental debt can lead to dunning by debt collectors and negative marks on credit reports, resulting in lowered credit scores.⁸ Consumers may face demands for rental debt in eviction proceedings or in separate collection lawsuits. When a judgment enters against the consumer, creditors may use post-judgment collection remedies like wage or bank account garnishment.

Negative entries in a credit report usually create a long-term barrier to renters obtaining new housing. 90% of landlords run credit checks on all potential tenants,⁹ often automatically rejecting applicants who are alleged to owe money to former landlords and who have lower credit scores.¹⁰ This barrier to housing disproportionately affects renters of color. According to the National Equity Atlas, 63% of people with rent arrears are people of color.¹¹ And when the COVID-19 economic crisis hit, Black consumers already had lower credit scores as a group than white consumers due to historic and current discrimination and the racial wealth gap.¹²

⁸ See Nat'l Consumer Law Ctr., *Assisting Consumers with Rental Debt During COVID-19: Legal Aid and Non-Profit Attorneys Share Their Experiences* (2021), https://www.nclc.org/images/pdf/credit_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf.

⁹ *TransUnion Independent Landlord Survey Insights*, TransUnion SmartMove (Aug. 7, 2017).

¹⁰ See Nat'l Consumer Law Ctr., *Salt in the Wound: How Eviction Records and Back Rent Haunt Tenant Screening Reports and Credit Scores* (2020), https://www.nclc.org/images/pdf/special_projects/covid-19/IB_Salt_in_the_Wound.pdf.

¹¹ Nat'l Equity Atlas, *Rent Debt in America: Stabilizing Renters is Key to Equitable Recovery* (last visited Jan. 3, 2023), <https://nationalequityatlas.org/rent-debt>.

¹² See Chi Chi Wu, *Reparations, Race, and Reputation in Credit: Rethinking the Relationship Between Credit Scores and Reports with Black Communities*, Medium (Aug. 7, 2020), https://medium.com/@cwu_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877.

The problem of rental debt continues to grow, and the number of third-party debt collectors collecting rental debt has increased dramatically. According to a report commissioned by TransUnion, “[t]he most significant change” in the type of debt collected by third-party debt collectors during 2022 was in tenant-related debt “given the end of the eviction moratorium.”¹³ The report found that 33% of the 113 third-party debt collection companies surveyed collected “tenant/landlord or rental debt” in 2022, compared to just 7% in 2021,¹⁴ 5% in 2020,¹⁵ and 8% in 2019.¹⁶ In 2022, 24% of survey respondents listed rental debts as one of the three types of debts most commonly collected by that collection agency.¹⁷

A Louisiana advocate summarized the credit reporting and debt collection harms of junk fees:

Junk fees are extremely difficult to contest after a tenant has moved out, especially as landlords in our city usually don’t sue for unpaid balances but rather “park” debts on tenants’ credit reports through their collections agency partners. The fissured nature of corporate property ownership and the lack of communication from property management make it extremely difficult to get in touch with someone who has the authority to correct an artificially inflated balance. Landlords are not required to substantiate the alleged fees, and collections agencies deflect any attempts to contest the specifics of balances, insisting that they rely on the creditors’ own representation of what is owed. The alleged debt acts as a barrier for tenants attempting to obtain new housing, and if a tenant believes she may owe part of the balance she is unlikely to see any attempt to dispute the specifics of her balance as futile (and understandably so).

¹³ AiteNovarica, Charting the Course and Steering Toward Success: The Collections Industry in 2022, at 5 (2022), <https://www.tlo.com/content/dam/tlo/us/documents/dm-22-f108172-3pc-aite-novarica-collections.pdf>.

¹⁴ AiteNovarica, A Transition to the Next Normal: The Collections Industry in 2021, at 13 (2021), <https://solutions.transunion.com/3PC-aite-report-2021/>.

¹⁵ Aite, A Year of Pivots, Challenges and Opportunities: The Collections Industry in 2020, at 13 (2021), <https://solutions.transunion.com/collections-annual-report-2020>.

¹⁶ Aite, Challenges, Trends and Innovations: The State of Third-Party Collections, at 10 (2019), https://www.insidearm.com/documents/2330/TU-Aite_Group_Third-Party_Collections_Annual_Report.pdf.

¹⁷ AiteNovarica, Charting the Course and Steering Toward Success: The Collections Industry in 2022, at 18 (2022), <https://www.tlo.com/content/dam/tlo/us/documents/dm-22-f108172-3pc-aite-novarica-collections.pdf>.

III. SURVEY OF LEGAL SERVICES AND NONPROFIT ATTORNEYS CONDUCTED BETWEEN NOVEMBER AND DECEMBER OF 2022 REVEALS THAT TENANTS CONTINUE TO FACE AN ARRAY OF UNAVOIDABLE JUNK FEES

To learn more about the junk fees charged to renters and rental housing applicants, NCLC first conducted a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts between March and April 2022. NCLC, along with the National Housing Law Project, submitted the results of that survey as part of a comment in response to the CFPB's Request for Information Regarding Fees Imposed by Providers of Consumer Financial Products or Services, Docket No. CFPB-2022-003 (the comment submitted to the CFPB is attached as Addendum 1 to this comment).

To obtain additional and updated information about the state of rental housing-related junk fees, NCLC conducted a follow-up survey of legal services and nonprofit attorneys between November and December of 2022. The survey asked respondents to indicate whether they had seen the fees listed in Figure 1 below assessed as part of rental housing (respondents also had the option of selecting "no fees," but no respondents did). The survey also asked respondents to provide details about the types of fees that they have seen and any other relevant information. We received 95 responses.¹⁸

Almost all survey respondents (89%) reported that landlords impose rental application fees. Nearly as many (87%) stated that landlords charge excessive late fees. Well over half of respondents observed utility-related fees (73%), processing or administrative fees (68%), convenience fees (60%), insurance fees (59%), and notice fees (56%). A little less than half of respondents reported fees charged by new corporate landlords (41%). A quarter of respondents stated that landlords impose high risk fees (25%) and slightly less than a quarter observed charges in lieu of a security deposit (24%). The fewest number of respondents observed check cashing fees (21%) and fees to report payment information to the credit bureaus (7%). 61% of respondents also reported that landlords charge "other" types of fees (we discuss what some of these "other" fees are in detail below).

¹⁸ Not all respondents provided narrative responses about the fees they reported seeing.

FIGURE 1
Percent of Respondents Observing Type of Fee Assessed in Rental Housing
 (n=95)



Geographically, the respondent population came from diverse locations. The survey asked respondents in what state they work. The 95 respondents came from 26 states and Washington, DC. The states with the most representation among respondents were New York and Ohio, with 13 respondents each. Overall, however, there was wide dispersion of residents over different states, as set out in Table 1 below.

TABLE 1

Survey Respondent Distribution According to State of Practice

STATE/STATES	NO. OF RESPONDENTS PER STATE	PERCENTAGE
New York / Ohio	13 (x2 states)	27.4%
Texas	10	10.5%
California / Colorado	8 (x2 states)	16.8%
Georgia / Minnesota	5 (x2 states)	10.5%
Florida / Maryland / Washington	3 (x3 states)	9.5%
AR / IN / MT / NE / PA / SC / UT	2 (X7 states)	14.7%
AK / AL / AZ / IL / LA / MA / MO / NM / VA / Washington, DC	1 (x10)	10.5%
Total	95	100%

Below is a non-exhaustive list and discussion of the rental housing-related junk fees that survey respondents reported. We ordered the discussion from the most common fees to the least common, according to the survey results. Additionally, attached as Addendum 2 is a lease and ledger that a Georgia advocate's client shared with us. Those documents provide an example of some of the junk fees described below.

A. Rental Application Fees

89% of survey respondents reported observing rental application fees. These respondents came from 26 states.¹⁹

These ubiquitous, nonrefundable fees—which landlords typically charge per adult applicant—can be higher than the housing provider's actual cost to process the application and may be assessed even when no rental unit is in fact available.²⁰ Some jurisdictions cap these fees, though some advocates have reported seeing non-compliance with these laws.

1. Application fees can range from \$25 to as high as \$350

Advocates reported seeing application fees in the amounts described below:

- Arkansas. One advocate reported that fees generally range from \$25 to \$50, though another reported seeing fees ranging from \$25 all the way to \$100.
- California. One advocate commented that they routinely see application fees ranging from \$50 to \$150 per person. Another noted that local property managers all charge around \$50 to apply for each unit.
- Florida. An advocate stated that application fees are typically around \$75 per person.
- Georgia. An advocate reported seeing fees ranging from \$75 to \$125.
- Illinois. An advocate described seeing \$50 fees.
- Louisiana. An advocate stated that they have seen fees of \$50.

¹⁹ AK, AL, AR, AZ, CA, CO, DC, FL, GA, IL, IN, LA, MA, MD, MN, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA.

²⁰ For more on application fees, see Eric Dunn, *The Case Against Rental Application Fees*, 30 Geo. J. on Poverty L. & Pol'y 21 (2022).

- Maryland. One advocate stated that a few years ago these fees ranged from \$25 to \$50, but now these fees can be as high as \$125. Another explained that landlords almost always charge their state's \$25 nonrefundable limit, but that landlords usually charge more than that for background credit history, and tenant screening checks where actual expenses may be charged.
- Minnesota. An advocate stated that rental application fees in their state range from \$30 to over \$200.
- Montana. One advocate stated the range in their state is \$25 to \$75, while another has seen \$25 to \$50 per adult applicant.
- Ohio. One advocate reported that a \$50 fee is standard, though two others indicated that the fees can exceed that amount.
- South Carolina. One advocate stated that they usually see application fees ranging from \$40 to \$60, but another commented that these fees range from \$50 to \$350.
- Texas. An advocate reported that fees range from \$30 to \$55.
- Washington. An advocate reported that fees range from \$45 to \$60.

2. Some landlords charge application fees even if they know the application will never be approved

A Georgia advocate stated that landlords charge application fees even if they know the applicant will never be eligible—for example, because they never rent to anyone with a criminal record. A South Carolina advocate similarly noted that landlords will often say that an applicant will be approved even though they have an eviction record, seemingly to convince the applicant to pay the fee, and then ultimately will reject the applicant. A Maryland advocate similarly stated that landlords charge application fees even when the landlord knows they will deny the applicant.

An Ohio advocate explained that most of the time, the landlord does not disclose its screening criteria up front, meaning that tenants do not know what will disqualify them when they apply. As is the case in other states, this results in applicants paying fees even if they would be automatically rejected.

3. *Landlords may accept more applications and thus application fees than the amount of vacancies may justify*

One Georgia advocate reported that some landlords accept applications from far more potential tenants than a single vacant unit would justify, presumably so they can generate revenue through application fees. Similarly a California advocate posited, if 100 people apply for one apartment and each one pays \$40 or \$50 to the landlord, what amount of money does the landlord actually spend on credit checks?

B. Excessive Late Fees

87% of survey respondents reported observing excessive late fees. These respondents came from 26 states.²¹

Many advocates reported seeing clients charged very high late fees, sometimes in violation of state law. Various advocates also stated that landlords violated state law limits on late fees as well as other laws governing these fees. As a Utah advocate commented, these fees can be punitive rather than an actual estimate of the landlord's expenses. Indeed, late fees can be a profit center, which may give landlords an incentive to trigger them.²²

1. *Steep late fees can take the form of a daily charge, a flat fee plus a daily charge, or a percentage of the rent*

- Alaska. An advocate reported fees of \$25 per day.
- Arkansas. An advocate reported fees of \$15 per day for every day late, which can cause late fees as high as 100% of the principal rent.
- California. One advocate reported seeing very high late fees, including one of \$200. A second advocate stated that they see late fees as high as \$75 per day past the fifth of the month. A third advocate reported that landlords charge a 10% late fee.

²¹ AK, AL, AR, AZ, CA, CO, FL, GA, IL, IN, LA, MA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA.

²² For centuries, the common law prohibited penalty fees or liquidated damages provisions that exceeded the cost of the transgression. Part of the reason was that over-compensatory fees create strong incentives for the receiving party (in this case, the landlord) to engage in practices that induce a breach or transgression. See Chi Chi Wu, Nat'l Consumer Law Ctr., Restoring the Wisdom of the Common Law: Applying the Historical Rule Against Contractual Damages to Bank Overdraft Fees (2013), <https://www.nclc.org/wp-content/uploads/2022/09/common-law-overdraft-fees.pdf>.

- Georgia. One advocate explained that sometimes late fees are a percentage of the monthly rent, rather than a flat fee. A second advocate reported seeing fees of \$200 or more on apartments with rents of \$1000 per month. A third advocate reported that late fees often exceed 10% of the rent—and courts usually consider 10% of the rent to be reasonable.
- Indiana. An advocate reported seeing some leases with a \$50 fee and then a \$5 per day fee until paid in full.
- Minnesota. One advocate stated that fees often are \$10 or \$15 per day. Another advocate noted that some landlords compound late fees.
- Montana. An advocate reported that landlords charge \$10 per day for each late payment.
- Nebraska. One advocate commented that they frequently see \$5 per day fees (though the largest fee was \$20 per day) in addition to a set fee of \$75 from the biggest landlords. A second advocate saw a similar pattern: a \$20 per day fee on top of a flat fee of \$50.
- Ohio. One advocate stated that late fees are ubiquitous and often in excess of \$15 per day and at least \$100 per month. A second advocate stated the most common fee is \$5 per day perpetually and that they also see three separate charges per month for a continued back balance that adds up to \$100 or more. This advocate also noted that most landlords do not accept partial payments, meaning that fees get tacked on, preventing the timely payment of rent and leading to an ongoing balance that accrues more fees. This cycle ultimately leads to eviction. A third advocate commented that in some circumstances, these late fees account for more than 50% of the overall rent. A fourth advocate noted that some late fees come in “too early.” A fifth advocate commented that for some subsidized tenants, late fees double (or more) the rent.
- Pennsylvania. An advocate typically sees a \$60 fee charged on the fifth of the month and then \$10 per day thereafter.
- Texas. An advocate offered the example that tenants are charged \$25 after three days and then \$5 each day until the rent/amount owed is paid in full.
- Utah. An advocate reported seeing fees in excess of \$75 for one day late plus \$10 to \$20 daily.

2. Some landlords violate legal limits on late fees and other laws governing late fees

Advocates in many states, including Colorado, Maryland, Minnesota, New York, Ohio, Texas, and Virginia, reported that landlords charge late fees in excess of state law limits. A Maryland advocate reported that although their state caps late fees at 5% of the monthly rent, some out-of-state landlords charge as high as 10 to 15%. A Minnesota advocate emphasized that few renters are aware of the statutory limit on excessive fees. A Virginia advocate explained that late fees are legally capped at 10% of the periodic rent, but many landlords (usually smaller or individual ones) charge excess fees or have a \$X per day clause in their leases. A Colorado advocate noted that even though their state has a new cap on late fees the lease itself may still provide for excessive late fees.

New York advocates noted other potential violations of state law. For example, landlords include late fees in eviction proceedings but fail to disclose that the rental arrears for which they are suing contain those late fees (which in New York are not recoverable in a summary eviction proceeding). Additionally, some landlords charge late fees every month where a tenant receives a subsidy that covers the full rent but makes two payments per month; such charges are illegal, but landlords can get away with the practice when tenants lack legal representation.

Various advocates also noted other problematic practices. A New York advocate emphasized that landlords charge late fees on late fees. In other words, if a tenant is late in paying rent one month the landlord charges a late fee, and until the tenant pays that fee—even if thereafter they pay the rent timely—the landlord continues to charge a late fee each month because the tenant’s ledger still carries a balance. A Maryland advocate noted that landlords may charge late fees when the voucher portion of the rent is late, or even when the landlord failed to apply the voucher payment. A Montana advocate commented that landlords continue to charge daily late payments even when there is a dispute about the lateness.

C. Utilities-Related Fees

73% of survey respondents reported observing utility-related fees. These respondents came from 22 states.²³

²³ AK, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA.

Some advocates emphasized that overcharging was common, as were processing, administrative, and service fees. Various advocates emphasized that fee payments went to third-party companies. Some advocates also stated that landlords fail to delineate what various utility-related charges are for.

- Alaska. An advocate reported fees of \$25 per month.
- California. An advocate commented that tenants must pay fees for group billing, most commonly to Conservice. Another advocate commented that corporate landlords in particular charge something called “ratio utility billing system” (RUBS) contract fees, which are onerous and impossible for the tenant to investigate or challenge.
- Florida. An advocate stated that these fees are usually \$3 to \$5 per month for something related to utility reading or payments. The advocate noted that the fee seems to be something the utility billing provider adds on for the “privilege” of the tenant being sent a utility bill. These fees are especially prevalent in multi-family housing that is not sub-metered and uses an alternative billing method, though the advocate has also seen these fees in sub-metered multi-family housing as well.
- Georgia. One advocate indicated that these fees range from \$7 to \$50 per month. A second advocate emphasized that tenants must pay billing charges for each utility in addition to the actual usage. A third advocate stated that overcharging utilities as part of monthly rent is extremely common in their state despite a specific state law prohibiting water overcharges. A fourth advocate stated that one local landlord has separate monthly charges for water, which seem to far exceed what the landlord pays to the county.
- Maryland. One advocate noted that many landlords charge a processing fee for payment of the utilities. A second advocate reported that there has been a shift from all or some utilities being included in the rent to ratio billing systems, often with a third-party billing company involved. Bills can fluctuate wildly and be redundant; YES Energy Management and Conservice are frequent sources of complaints. A third advocate reported that landlords charge water bills without proof that the tenants owe them, with some landlords diverting rent payments to pay water bills, which results in a continuing cycle of late rent and begets more late fees.

- Minnesota. One advocate said that some landlords create private utilities—they buy from the actual utility, but bill tenants separately and charge monthly fees. A second advocate noted that landlords commonly hire outside companies to calculate “shared meter” fees for large rental complexes and that tenants typically end up paying \$3 to \$7 per month for somebody to compile a bill for them. A third advocate commented that the statute controlling how owners can bill for utilities in single-meter residential buildings is either ignored or improperly implemented, resulting in renters overpaying.
- Montana. An advocate stated that landlords require tenants to pay utilities through a third party that charges a fee per payment.
- Nebraska. An advocate reported that landlords charge for metering and distributing bills for shared services like water and sewer.
- New Mexico. An advocate commented that landlords charge illegal administration fees.
- New York. One advocate described heat monitoring fees and water fees.
- Ohio. Two advocates stated that tenants are required to pay for utilities for common areas. Three other advocates mentioned that tenants must pay fees for generated utility bills or utility-specific process/administrative fees. Another advocate reported seeing excessive charges for utilities, charges for utilities not in the lease, and charges for past tenants’ utility bills. An additional advocate commented that utilities-related fees are just reflected as “utilities” on the ledgers, with no delineation and noted that they see late charges for utilities rolled into these fees. Similarly, another advocate noted that some landlords use submetering companies and are not clearly showing how utility bills are calculated.
- South Carolina. One advocate reported that many landlords, especially large landlords, contract with a third party (e.g., Conservice) to meter the tenants’ utilities and bill them. These third parties charge a setup fee and a monthly service fee of around \$5; tenants cannot avoid these fees because a mandatory utility addendum requires them to use the service and allows the service fee to go up. The same advocate stated that they frequently see landlords and the third-party companies bill for a split of the utilities among the whole complex, which results in splits that seem unreasonable and bills that are higher than what a tenant’s independent usage would be.

- Texas. An advocate reported that the utilities fees are disproportionately higher than the utilities.
- Washington. One advocate reported that some landlords put the bill in their own name, then charge a surcharge for the service of putting the paper bill in an envelope and sending it to the tenant. Another advocate described administrative fees, monthly billing fees, and monthly service fees.

D. Processing or Administrative Fees

68% of survey respondents reported observing processing or administrative fees. These respondents came from 22 states.²⁴

Many advocates reported that these fees—the purposes of which are not always clear—are increasingly common. For example, a Colorado advocate stated that they have seen administrative fees of \$12 to \$25 in most leases they have reviewed. And an advocate in Minnesota said that one-time administrative fees of \$250 or higher are a growing issue in their state, with at least 10% of written leases having a fee of this type in place at the signing of the lease.

These are often one-time fees, but not always. For example, the same Minnesota advocate cited in the previous paragraph added that they are starting to see an increase in monthly administrative fees that are usually around \$10 per month. A second Minnesota advocate similarly stated that housing providers charge monthly administrative fees for unspecified management tasks in amounts ranging from \$10 to \$20. Similarly, a Georgia advocate stated that these fees are often a monthly charge above the rent that are usually 10% of the rent amount.

1. Landlords often fail to explain the purpose of these fees charge unspecified or unexplained administrative processing fees

Advocates in many states, including Colorado, Georgia, Minnesota, Montana, New York, and Ohio reported that landlords often charge unspecified or unexplained administrative processing fees. For example, a Montana advocate commented that these fees often appear random and unconnected to the actual cost of doing anything. An advocate from Colorado similarly noted that it is unknown what these fees are for and why they are not included in the rent. And an Ohio advocate stated they see items listed as “online payment fees” or simply “administrative fees.”

²⁴ AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA.

Sometimes advocates had some sense of what these fees are for. For example, one Ohio advocate described these as fees charged for the processing of payments, notices, filings, and more. A second Ohio advocate stated that sometimes these fees are charged at the beginning of the lease, sometimes for providing copies of the lease or community rules or to use a tenant portal. A Nebraska advocate stated that landlords started charging administrative fees for cooperating with the Emergency Rental Assistance Program.

2. Some landlords charge administrative fees for applications on top of application fees and/or other charges or at the beginning of the tenancy

A Utah advocate stated that administrative fees are paired with the rental application fee; for example, a landlord might charge \$80 for the rental application and \$50 for processing/administrative. Similarly, a Louisiana advocate reported that applicants must frequently pay a “processing fee” related to an application of around \$150 on top of the security deposit and application fee. And a Georgia advocate emphasized that this fee is in addition to the application fee and noted that one landlord charges a \$175 move-in fee that it does not explain. An Arkansas advocate also explained that many landlords charge \$25 to \$100 in “admin fees” for applications (this appears to be on top of rental application fees). A South Carolina advocate described seeing an additional \$10 to \$15 in processing fees on an application.

A Washington advocate commented that landlords charge one-time administrative fees of several hundred dollars at the time the tenancy starts. A Nebraska advocate similarly reported that landlords usually charge these fees after an application has been accepted and the lease has been signed.

E. Convenience Fees

60% of survey respondents reported observing convenience fees. These respondents came from 23 states.²⁵

A growing number of housing providers charge “convenience” fees when tenants pay their rent. Some housing providers no longer accept payment in person or by check, meaning that tenants have to pay their rent online. An Ohio advocate, for example, commented that most landlords have stopped accepting in-person payments or

²⁵ AK, AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA.

penalize the tenant for using them. One Texas advocate reported a \$15 in-person rent payment fee, and another Texas advocate explained that there are fees for paying in forms other than the online portals.

Advocates in many states, including California, Georgia, Indiana, Maryland, Montana, New York, Ohio, and Virginia, reported convenience fees where online payment was mandatory. Although they did not specify whether online payment was mandatory, advocates in New Mexico, Utah, and Washington also noted that online payments come with extra fees.

Some advocates specifically commented that tenants must now pay rent through third-party companies that charge fees. For example, an Ohio advocate explained that landlords use third party companies to accept rent and that a fee is charged along with each rental payment. A Utah advocate similarly reported that landlords are requiring payment through RealPage, which charges \$1.95 for echeck.

Advocates from many states reported that tenants could pay rent through a variety of methods, but that they incurred fees regardless of the method chosen. For example, one Ohio advocate reported that landlords sometimes charge fees for every type of payment allowed and that those fees range from \$2 to \$20. A Washington advocate similarly reported seeing fees for paying by cash, check, and mail, as well as fees for using an online system. One New York advocate reported that tenants must pay a fee for paying with a credit or debit card, while another New York advocate stated that tenants must pay a fee for paying rent in person. A California advocate noted that fees are imposed for online or phone payments. A South Carolina advocate commented that some housing providers allow tenants to pay at 7/11 or Walmart locations, but that fees are imposed for that as well.

Advocates in many states, including Alaska, Ohio, and South Carolina, reported credit card transaction fees. (Such fees might be legitimate if they only cover the cost of the interchange/merchant fees, unless there is no other way to pay rent except by credit or debit card, or any fee-free method.²⁶)

A New York advocate commented that landlords assess fees for paying in multiple installments; this is particularly an issue for tenants who pay by money order and may not be able to purchase a single money order for the full rent amount.

²⁶ See Nat'l Consumer Law Ctr., Consumer Banking and Payments Law § 5.10.3.1 (6th ed. 2018), *updated at* www.nclc.org/library (discussing interchange fees).

F. Insurance Fees

59% of survey respondents reported observing insurance fees. These respondents came from 20 states.²⁷

Advocates reported a number of issues with insurance fees.²⁸ For example, some advocates explained that tenants must get insurance for the landlord and may not understand that the insurance does not cover the renter. Others noted that the tenant may be required to have insurance for the landlord even if the lease does not specifically require this. Some advocates reported that tenants must get insurance for themselves on top of insurance for the landlords. Some also stated that landlords charge fees for not having insurance for the tenants or the landlord. Others emphasized that the tenant must use the insurance company the landlord chooses.²⁹ Another issue that advocates raised is that misunderstandings arise concerning reporting requirements and paperwork.

- Arkansas. An advocate stated that tenants must have landlord-approved renter's insurance or a fee will be charged.
- California. An advocate reported that tenants in some corporate-run properties have no choice—they must pay monthly fees for “renter's insurance” under the lease terms.
- Colorado. An advocate reported seeing leases where, if a person does not have renter's insurance, the landlord will charge a fee for their own insurance on top of a penalty fee to the tenant for not separately procuring their own insurance. This advocate also noted that they have seen penalty fees assessed when tenants get their own insurance rather than using the landlord's insurance.
- Florida. An advocate noted that landlords charge tenants a fee if they do not provide their own rental insurance.
- Georgia. An advocate stated that landlords frequently require tenants to purchase insurance products that only cover the landlord, not the tenant. The tenant will then also need to find and pay for their own separate renter's

²⁷ AL, AR, AZ, CA, CO, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, VA, and WA.

²⁸ LeaseLock, a “lease insurance provider,” is discussed separately in Section J.

²⁹ Such practices are reminiscent of abuses by mortgage and auto lenders in imposing high-priced force placed insurance on borrowers. See Nat'l Consumer Law Ctr., *Mortgage Servicing and Loan Modifications* §§ 2.7, 3.6.1 (2019), *updated at* www.nclc.org/library; Nat'l Consumer Law Ctr., *Unfair and Deceptive Acts and Practices* § 9.5.10 (10th ed. 2021), *updated at* www.nclc.org/library.

insurance. The same advocate also noted that LeaseLock (separately discussed in Section J) is a player in this space. Another advocate reported that landlords tell tenants that they must get renter's insurance, but what they really mean is that the tenant must take out a policy to cover their liability to the landlord (more like landlord's insurance) and that the landlord must be listed as a beneficiary on the policy. If the tenant does not get the insurance, they must pay monthly penalties—the advocate reported seeing up to \$75 per month.

- Louisiana. An advocate reported that they frequently see tenants paying a monthly \$14 “liability insurance” fee due to a form addendum in the National Apartments Association form lease. The tenant does not appear to have any ability to choose their own insurance coverage—it is simply an added monthly fee.
- Maryland. An advocate commented that occasionally, if a tenant does not purchase renter's insurance and add management to the policy, a fee is imposed.
- Minnesota. An advocate noted that most landlords that require tenants to get insurance require that the landlord be named as one of the insured parties. Another advocate stated that landlords not only require proof of renter's insurance, but also that the tenant purchases renter's insurance that the landlord has chosen. This prevents the tenant from shopping for rates they can best afford.
- Missouri. An advocate similarly reported seeing an uptick in landlords that demand that tenants purchase “so-called” renter's insurance, which actually protects the landlord from liability more than the tenant.
- Montana. An advocate stated that insurance fees include both force placed insurance and a penalty fee for failure to provide proof of insurance or renewal despite insurance actually being in place. Another advocate noted that landlords impose rental insurance on tenants if they do not have their own and impose a monthly charge.
- Nebraska. An advocate stated that landlords charge an insurance fee if tenants do not have their own renter's insurance. The same advocate noted that tenants have to prove that they have renter's insurance and there can be mix-ups with the paperwork.

- New York. An advocate stated that landlords charge a monthly fee even when the tenant provides a “rental ins. cert.”
- Ohio. One advocate explained that if a tenant does not have insurance, the landlord charges the tenant a fee for insurance, but noted that it is not clear that the landlord actually purchases insurance. A second advocate reported seeing insurance fees even though the tenant has purchased renter’s insurance. A third advocate noted that these fees are sometimes required by the lease, usually in the case of a corporate landlord. In contrast, another advocate reported that these fees are often absent from the lease.
- South Carolina. An advocate stated that some housing providers charge an administrative fee to make sure the tenant has insurance without actually checking to ensure that the tenant has insurance.
- Texas. An advocate reported that landlords charge fees if the tenant does not have renter’s insurance. Another advocate reported that they had a client who had the required insurance but because he did not understand he had to email it to the landlord, he was charged \$10 per month and actually received an eviction due to the late fees on the insurance fees (not the actual rent).
- Washington. An advocate stated that tenants have to pay landlord’s insurance and have to have renter’s insurance.

G. Notice Fees

56% of survey respondents reported observing notice fees. These respondents came from 18 states.³⁰

Some advocates emphasized that these fees are simply for printing and posting notices. The fees can be steep, particularly given the simplicity of this function. For example, a Utah advocate stated that landlords charge these fees—which are typically \$50— for printing out a piece of paper and taping it to a tenant’s door. A Washington advocate similarly noted that a landlord can print unlimited numbers of notices, so charging a fee after printing is basically printing money for a landlord.

Some advocates commented that corporate landlords and large inventory owners typically charge these fees. For example, a Minnesota advocate noted that this is a

³⁰ AL, AR, AZ, CA, CO, FL, GA, IL, MD, MN, MT, NE, NY, OH, TX, UT, VA, and WA.

newly developing fee in their state that mostly out-of-state large inventory owners charge.

Various advocates, including advocates from California, Colorado, Ohio, Texas, and Washington reported that landlords charge fees for notices to vacate and eviction-related notices and paperwork. For example, an Ohio advocate said they most often see these fees for eviction filing notices. Another Ohio advocate noted that they see fees for three-day notices to vacate. A Colorado advocate reported that landlords regularly charge a fee for posting a Demand for Rent or Possession (which is potential eviction paperwork) on a tenant's door. At least two California advocates stated that they routinely see these fees added to ledgers when the landlords issue an alleged "tenant-caused notice" (e.g., a pay/quit or perform/quit notice).

Advocates in Alaska, Nebraska, New York, Texas, and Washington commented that landlords charge fees for late payment and nonpayment notices. For example, an Alaska advocate reported \$5 fees for late payment notices. A New York advocate stated that tenants incur significant legal fees for late rent notices even though the landlord did not commence legal action. An Illinois advocate reported that landlords charge \$15 to put up a 5-day notice.

Advocates in states such as Ohio reported other types of notice fees, including notices of rent increases, maintenance notices, and pest control notices.

Advocates reported that landlords may charge notice fees even if the notice is invalid or unsubstantiated. For example, a Florida advocate stated that landlords charge fees for issuing a notice even if the notice is bad or unsubstantiated. A Montana advocate reported that landlords generally charge \$35 per notice even if the notice is not valid. A California advocate commented that landlords charge these fees—which are becoming more common— even when the notice is legally invalid. This California advocate noted that property management companies have not responded to their advocacy to remove invalid fees.

Some landlords charge fees for legally required notices. For example, a Virginia advocate reported that some landlords charge an extra "administrative fee" when providing the pre-lawsuit notice required by law. Similarly, a Maryland advocate stated that landlords charge \$3 to \$5 for newly required failure-to-pay rent notices.

H. New Fees Charged by Corporate or Private Landlords Who Purchased the Building

41% of survey respondents reported observing new fees charged by corporate or private landlords who purchased the building. These respondents came from 16 states.³¹

When new corporate or private landlords purchase a property, they often impose many new fees.³² For example, a Minnesota advocate stated that anytime a new corporate landlord purchases a property, they add many extraneous fees. Similarly, a California advocate reported that when there are management or ownership changes and new leases are pushed onto existing tenants, the new leases almost always include additional fees. A Maryland advocate noted that tenants report that even though they have existing leases, new corporate landlords try to implement fees and change the lease before the existing lease expires. A Texas advocate commented that corporate landlords impose extreme increases in fees to create turnover.

The newly imposed fees include administrative, convenience, payment portal, billing and account, utility and other fees. For example, a Georgia advocate explained that every time a landlord is replaced with a larger corporate landlord, the tenants get new charges on their bill for items like “service fee,” “community management fee,” and “valet trash.” One Ohio advocate stated that they once saw a \$349 “new admin fee.” A California advocate stated that corporate landlords’ leases require tenants to pay a certain amount for sewer in water in addition to gas and electricity. A New York advocate described how when one corporate landlord took over a property that was formerly public housing it began charging a parking fee but failed to provide accessible parking spots.

A Florida advocate reported that tenants received the following from their housing provider: “All JWB residents are enrolled in the Resident Benefits Package (RBP) for \$30/month which includes HVAC air filter delivery (for applicable properties), credit building to help boost your credit score with timely rent payments, \$1M Identity Protection, utility concierge service making utility connection a breeze during your move-in, our best-in-class resident rewards program, and much more!”

³¹ AK, AL, AR, AZ, CA, CO, FL, GA, MD, MN, NE, NY, OH, SC, TX, and WA.

³² Although many advocates commented that corporate landlords are the worst offenders when it comes to fees, one Washington advocate stated that small landlords are just as bad—they are just less organized.

I. High Risk Fees

25% of survey respondents reported observing high risk fees. These respondents came from 13 states.³³

Housing providers typically charge fees to tenants deemed “high risk” due to “insufficient” rental history, an eviction record, a low credit score, a criminal record, or other “adverse” information in a tenant screening report. Tenant screening companies may make this determination for housing providers.³⁴ A Maryland advocate noted that these fees may not always be disclosed. A Georgia advocate similarly explained that most landlords do not explain to the tenant why they’re being charged these fees, which are nonrefundable and have become very common in low-income neighborhoods and often replace a traditional security deposit. A Nebraska advocate stated that landlords ask tenants considered “high risk” to pay higher rent or an upfront fee.

These fees can be steep. For example, one New York advocate’s clients reported being asked to pre-pay up to a full year of rent based on a low credit score. A Texas advocate stated that landlords require two or three months’ rent as a security deposit due to a low credit score.

Advocates from various states, including Minnesota, Montana, South Carolina, and Washington, reported that these fees take the form of double or triple security deposits. A South Carolina advocate commented that some housing providers charge a double or triple deposit for “high risk tenants” or take an extra nonrefundable deposit; in one instance, the housing provider charged an additional \$15 per month for the duration of the lease.

J. Charges in Lieu of a Security Deposit

24% of survey respondents reported observing charges in lieu of a security deposit. These respondents came from 13 states.³⁵

Advocates from various states reported that landlords charge fees instead of a security deposit that are seemingly designed to avoid laws governing security deposits. As one Washington advocate explained, these fees mean that a tenant does not receive a

³³ AZ, CO, FL, GA, LA, MN, MT, NE, NY, OH, SC, TX, and WA.

³⁴ For an example of a tenant screening company’s involvement in the high-risk determination, see the Appendix to Addendum 1 (showing a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions LLC)).

³⁵ CA, CO, FL, GA, IL, LA, MD, MN, NE, OH, SC, TX, and WA.

deposit back at the end of tenancy. A Georgia advocate reported that these charges, which are often \$500 or more, are very common and are imposed to avoid liability under the state's security deposit law. A Minnesota advocate commented that these additional fees equal double security deposits for "people with high barriers." A South Carolina advocate stated that tenants must pay these fees, which do not seem to protect the tenant in the case of damages, on a monthly basis.

A Texas advocate stated that landlords charge a move-out deposit of \$500 in cash, which is separate from the original security deposit.

Several advocates reported that landlords use security deposit replacement products.³⁶ For example, a Florida advocate reported that landlords impose a "Lease lock type of fee"³⁷ or a nonrefundable "deposit waiver" fee. A Georgia advocate explained that although the security deposit alternative sometimes takes the form of an up-front fee, it can also be in the form of a security deposit alternative product that the tenant must pay every month—in both circumstances, the fee is nonrefundable. A Louisiana advocate described their clients' experience with a security deposit alternative product called Jetty Residential Tenant Bond:

We have seen several apartment complexes owned by a common developer in the New Orleans area utilizing a service called "Jetty Residential Tenant Bond," in which the tenant pays a non-refundable "premium" (which is more like a monthly fee) that ensures coverage for the landlord in the event that the tenant owes unpaid rent or other damages at move-out. This makes it very difficult for tenants to contest the many junk fees that are included in their final move-out statements, as the landlord submits the statement to Jetty for reimbursement (who seemingly does not conduct any review of the charges). Jetty subrogates its claim and pursues the tenant for the money that it paid out to the property, and the property may still claim the tenant owes money over and above the amount that was paid by Jetty. Jetty also retains any premiums paid by tenants who do not owe the property at move-out, which is the exact opposite of what would happen if the property accepted a "traditional"

³⁶ For more on security deposit replacement products, see Nat'l Hous. Law Project, Regarding Security Displacement Products (2022), <https://www.nhlp.org/wp-content/uploads/2023.01.05-Regarding-Security-Deposit-Replacement-Products.pdf>.

³⁷ LeaseLock is a "lease insurance provider" that "eliminates security deposits, surety bonds, cosigners and guarantors." According to its website, LeaseLock's billing is integrated with the leasing process such that a "monthly deposit waiver fee is automatically collected along with monthly rent." Although the tenant foots the bill—which ranges from \$16 to \$39 per month—the insurance that LeaseLock provides is payable to the landlord, not the tenant. LeaseLock, Frequently Asked Questions, <https://leaselock.com/faqs/> (last visited Jan. 4, 2023).

security deposit rather than the bond product. We believe this practice is an attempt to get around the requirements of Louisiana's Security Deposit Law (La. R.S. § 9:3251). To make matters worse, we have seen multiple instances where the property reports the entire balance to collections (through a third-party collections agency), despite having been paid a portion of the alleged balance by Jetty.

K. Check Cashing Fees

21% of survey respondents reported observing check cashing fees. These respondents came from 11 states.³⁸

Some landlords impose fees when the tenant pays rent via check. An Ohio advocate explained that in some cases, paying by check is the only way to pay, but the tenant is still forced to pay the fee. A New York advocate reported that tenants must pay a fee for paying rent by check rather than through the online portal. Similarly, a Louisiana advocate reported seeing an \$8 “check scan” fee added to a tenant’s balance. One Minnesota advocate stated that some landlords require tenants to pay more if they pay rent via check. An Arkansas advocate noted that these fees can be as high as 10%.

L. Fees to Report Rental Payment Information to the Credit Bureaus

7% of survey respondents reported observing fees to report information to credit bureaus. These respondents came from 4 states.³⁹

Some housing providers charge tenants a mandatory monthly fee to send their rental payment information to the credit bureaus.⁴⁰ A Georgia advocate explained that many landlords automatically sign renters up for monthly credit reporting—usually for \$9.95 per month—and then require the tenant to opt-out in writing if they do not want the service. Landlords bury this notice in the lease so tenants do not see it. An Ohio advocate noted that some corporate landlords have made this fee mandatory.

³⁸ AL, CA, CO, FL, GA, LA, MN, NY, OH, SC, and TX.

³⁹ CA, GA, OH, and SC.

⁴⁰ See Kelly Thompson Cochran, Colin Foos, & Michael Stegman, RenRegLab & Urban Inst., Utility, Telecommunications, and Rental Data in Underwriting Credit app. D, at 99 (2021), https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit_1.pdf. For a discussion of the risks of this practice, see Nat'l Consumer Law Ctr., *Even the Catch-22s Come With Catch-22s: Potential Harms & Drawbacks of Rent Reporting* (2022), <https://www.nclc.org/resources/even-the-catch-22s-come-with-catch-22s-potential-harms-drawbacks-of-rent-reporting/>.

M. Other Fees

In addition to the fees that the survey specifically asked about, 61% of respondents, from 19 states,⁴¹ affirmatively detailed how landlords often charge various other fees, including the ones described below. Because we did not specifically ask survey respondents about these fees, it is possible that advocates in other states may have observed them as well.

1. Pet fees or pet rent

Advocates from Colorado, Ohio, Utah, and Washington reported that landlords now charge nonrefundable pet fees or pet rent. For example, two Colorado advocates noted that landlords regularly charge fees for pets, with one commenting that they frequently see a nonrefundable fee of around \$400. A Washington advocate similarly commented that pet fees are a big issue, with landlords routinely charging a nonrefundable deposit of around \$500 and/or monthly pet rent. A Utah advocate also reported seeing “pet rent” of \$25 to \$50 per month in addition to pet application fees of \$200 to \$300. An Ohio advocate described seeing tenants being charged an unauthorized pet fee despite giving the landlord proper notice or the pet being properly registered as an emotional support animal.

2. Trash fees

Advocates from Georgia, New York, and South Carolina reported seeing trash fees. An advocate from South Carolina stated that landlords charge fees for the dumpster plus fees for trash collection.

3. Valet trash fees

Advocates from Colorado, Georgia, Utah, and South Carolina specifically mentioned valet trash fees, which landlords typically charge in addition to other trash fees. For example, a Utah advocate stated that landlords charge \$35 to \$55 per month for mandatory “concierge trash service.” A South Carolina advocate emphasized that they rarely see people who would opt to use valet trash and, moreover, the service often does not exist in practice. A Colorado advocate stated that landlords charge these fees in buildings with trash chutes on every floor.

⁴¹ AR, CA, CO, FL, GA, IN, LA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, and WA.

4. Pest control fees

Advocates from Georgia, Utah, South Carolina, and Washington commented about pest control fees. A Utah advocate stated that landlords have started charging pest control fees at nearly all apartments in one city. A Washington advocate reported seeing a monthly fee to subsidize the landlord for pest control.

5. Technology package/internet and cable-related fees

Advocates from Georgia and Maryland reported technology packages or internet and cable-related fees. A Georgia advocate commented that mandatory technology fees are becoming very common, with some tenants paying \$100 per month for a service they did not know was mandatory. Several tenants told this advocate that their landlord did not inform them about the service or how to take advantage of it and, as a result they procured their own internet and cable service and were essentially charged double. A Maryland advocate reported seeing new fees for internet, cable, and other pre-existing amenities and services.

6. Fees to “hold” an apartment

Advocates from California, Maryland, and New York specifically mentioned “holding” fees—fees that prevent the landlord from renting the unit to somebody else. A New York advocate commented that this holding fee is in addition to the security deposit and first month’s rent. One Maryland advocate reported that holding fees can be \$200 or more, and some apartment complexes take months to refund tenants, even if their application was denied. Another Maryland advocate reported that nonrefundable holding fees are excessive because the time between application and denial is often just a few hours or days. A California advocate described a recent situation where the landlord had already signed a Housing Assistance Payments (HAP) Contract with the housing authority, but refused to sign the lease until the tenant agreed to a “non-refundable deposit” to hold the unit.

7. Fees to rent month-to-month instead of on an annual basis

Advocates from Georgia, Illinois, Minnesota, Ohio and Washington reported that landlords charge month-to-month fees. For example, an Illinois advocate reported seeing a month-to-month fee of \$1000, on top of rent, each month. One Washington advocate commented that month-to-month fees have been particularly bad, with landlords charging a high fee for a tenant who does not renew a 12-month or similarly

long lease; these fees can be around 25% of the total rent charged. Another Washington advocate described a fee charged to a tenant for not signing a new lease and a much higher rate for a month-to-month tenant. A Minnesota advocate stated that monthly rent paid for a month-to-month lease—which is much higher than monthly rent on a year-long lease—was described to the tenant as a “convenience fee.”

Three advocates from Ohio similarly reported that landlords charge month-to-month fees where the tenant does not renew the annual lease, sometimes even when no annual lease is offered. One advocate from this state stated that these fees can be \$100 per month.

A Georgia advocate explained that during the pandemic, many landlords refused to renew leases, and after the initial lease expired, tenants were converted to month-to-month status, with many landlords charging hundreds of dollars in month-to-month fees. Some landlords used these fees to double the rent. The advocate noted that Georgia courts are looking closely at excessive late fees, but that landlords find they can effectively sneak month-to-month fees into court judgments by claiming those fees are part of the rent.

8. Court costs and attorney's fees

Advocates from many states, including California, Colorado, Georgia, Maryland, New Mexico, New York, Ohio, Texas, South Carolina, and Washington, described how landlords charge court costs and/or attorney's fees in connection with eviction actions—sometimes immediately upon filing—or even for threatened eviction actions.

A Texas advocate mentioned seeing \$73.25 eviction fees plus court costs due at the time the landlord files the eviction action. Similarly, a Colorado advocate stated that landlords have been almost uniformly charging court and attorney's fees as soon as they file an eviction case in court (which the advocate believes is contrary to a state statute, though some judges have allowed it). Two Ohio advocates reported the same practice: that landlords often demand attorney's fees if an eviction is filed—or when notice is posted (one advocate noted that practice is illegal). The fees range from \$300 up to \$600. A New Mexico advocate reported that apartment managers sometimes charge an estimated court filing fee on non-rent cases (for more than the actual cost), which is not included in the lease agreement. Although the New Mexico statute allows the prevailing party to collect fees and costs, managers assess these charges prior to even attending a hearing.

A Maryland advocate noted that landlords charge court costs even when the landlord does not file the eviction case because the tenant pays the past due rent. Similarly, a California advocate noted that a landlord charged the cost of their legal fees to file an unlawful detainer action that was dismissed immediately because the tenant had complied with the relevant notice requirement.

Advocates in Georgia and Washington reported that landlords passed the cost of their attorneys on to their tenants. A Georgia advocate noted that landlords charge the tenant the “legal fee” that the landlord’s attorney charges to go to court or the fee to file an eviction case. Similarly, a Washington advocate stated that landlords charge fees for the landlord to consult with their attorney.

Advocates in various states, including Arkansas, Ohio, Virginia, and Washington, mentioned these fees in conjunction with notice fees (discussed in Section G above). For example, an Arkansas advocate stated that notice fees often get rolled into court costs and attorney’s fees. Similarly, an Ohio advocate commented that most landlords roll notice fees, which range from \$25 to \$35, into “court costs.” A Virginia advocate reported that some landlords add attorney’s fees when providing the legally required pre-lawsuit notice.

9. Common area and amenity-related fees

Advocates from Colorado, New York, and Washington reported seeing fees related to common areas and amenities. For example, a Washington advocate stated that landlords charge extra fees to access a community space such as a pool/clubhouse and fees to access laundry rooms (or have in-unit laundry). A Colorado advocate reported seeing common area maintenance fees, but noted that they do not know what makes up those fees. A New York advocate mentioned laundry charges. That advocate also described a situation where a landlord had assessed charges for damage to the common area years in the past. The tenant denied causing the damage and although the landlord failed to provide any substantiation for the charges, they applied earmarked rent payments to the damage fees and then claimed rent arrears.

10. Roommate and guest-related fees

A Washington advocate stated that landlords charge fees for guests that stay for longer than a certain period of time. A New York advocate noted that a landlord’s attorney admitted that his client routinely double-charges regulated rent if they believe a tenant has a roommate.

11. Cleaning and repair fees

Some advocates reported nonrefundable fees for cleaning and related move-in or move-out services. For example, a California advocate stated that landlords charge an up-front cleaning fee. A Washington advocate similarly reported that landlords charge nonrefundable fees for cleaning and carpet shampooing. Additionally, an Ohio advocate reported that landlords charge flat fees and excessive fees for cleaning and repairs after a tenant moves out in order to keep security deposits.

12. Maintenance fees

A Florida advocate commented that some leases impose charges for each maintenance request. A Minnesota advocate reported that leases require renters to pay \$25 to \$35 per month to a utility company program that provides maintenance to furnaces and appliances that the landlord owns.

13. Inspection fees

A Washington advocate reported that landlords charge tenants for semiannual inspections that the landlord performs.

14. Mail sorting fees

A Texas advocate reported seeing a \$4.50 mail sorting fee.

15. Fees charged each January

Two Minnesota advocates reported seeing a “January fee”—a fee charged in January for seemingly no reason. One of the advocates noted that one management company had this fee, which was for \$100, for many years, but that they have since changed it to a \$12 monthly fee.

IV. CONCLUSION AND RECOMMENDATIONS

Junk fees charged to renters and rental housing applicants make securing and maintaining rental housing even more difficult for rent-burdened households. To help ensure renters’ future ability to secure safe and affordable housing by keeping unfair debt collection items off of their credit reports, we urge the FTC to:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
 - Are excessive in amount or greater than the cost to the landlord of a service.
 - Pay for services not ultimately provided (e.g., valet trash).
 - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
 - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
 - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
 - Are prohibited by state or local law.
2. Work with the CFPB to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.⁴²
3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.
4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and HUD to study and address the disproportionate impact of these practices on renters and rental applicants of color.

If you have any questions about these comments, please contact Ariel Nelson at anelson@nclc.org or April Kuehnhoff at akuehnhoff@nclc.org.

Respectfully submitted,

⁴² See, e.g., Kuehnhoff, et al., *supra* note 1.

National Organizations

National Consumer Law Center (on behalf of its low-income clients)
Center for Digital Democracy
Consumer Action
Consumer Reports
Housing Justice Center
Liberation in a Generation
National Association of Consumer Advocates
National Housing Law Project
Public Good Law Center
Revolving Door Project
Private Equity Stakeholder Project
Unidos US

State and Local Organizations

ACLAMO (PA)
Alaska PIRG
BASTA, Inc. (CA)
California Low-Income Consume
Coalition (CLICC)
Charlotte Center for Legal
Advocacy (NC)
Consumer Federation of California
Economic Action Maryland
Greater Hartford Legal Aid (CT)
Greater Napa Valley Fair Housing
Center (CA)
HOME Line (MN)
Indiana Legal Services, Inc.
Jacksonville Area Legal Aid (FL)
Law Center for Better Housing (IL)
Legal Aid Justice Center (VA)

Legal Aid Society of Southwest
Ohio
Legal Services of Greater Miami,
Inc. (FL)
Michigan Poverty Law Program
Mountain State Justice, Inc. (WV)
New Jersey Citizen Action
Oregon Consumer Justice
Peoples Law Center – Centro de
Derecho de la Gente (WI)
Tzedek DC
United Tenants of Albany (NY)
Vermont Legal Aid
Virginia Poverty Law Center
Volunteer Lawyers for Justice (NJ)
William E. Morris Institute for
Justice (AZ)

ADDENDUM 1

April 11, 2022

Via regulations.gov

Comment Intake–Fee Assessment
Consumer Financial Protection Bureau
1700 G Street NW
Washington, DC 20552

**Re: Request for Information Regarding Fees Imposed by Providers of
Consumer Financial Products or Services, Docket No. CFPB-2022-0003**

The National Consumer Law Center (on behalf of its low-income clients) (NCLC) and the National Housing Law Project (NHLP) are pleased to submit these comments in response to the Consumer Financial Protection Bureau's (CFPB) Request for Information Regarding Fees Imposed by Providers of Consumer Financial Products or Services, Docket No. CFPB-2022-0003. These comments discuss the many junk fees charged to tenants and rental housing applicants. We urge the CFPB to work with the Federal Trade Commission (FTC) to investigate and prevent the imposition of these junk fees so that they do not end up in the hands of debt collectors, impair renters' credit reports, and jeopardize renters' future ability to secure safe and affordable housing.

I. Junk fees make rental housing even more unaffordable and jeopardize access to future housing

Even before the COVID-19 pandemic, many renters struggled to find safe and stable housing, in part because of the severe affordable housing shortage. Pre-pandemic, over 20 million renter households were burdened with housing costs that threatened their financial security.¹ The COVID-19 economic crisis has only exacerbated this crisis.²

¹ Joint Ctr. for Hous. Studies of Harvard Univ., *America's Rental Housing* 26 (2020), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

² See Andrew Aurand, et al., Nat'l Low Income Hous. Coal., *The Gap: A Shortage of Affordable Homes* 1–2 (2021), https://reports.nlihc.org/sites/default/files/gap/Gap-Report_2021.pdf; see also Ctr. on Budget & Pol'y Priorities, *Tracking the COVID-19 Economy's Effects on Food, Housing, and Employment Hardships* (2021), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

Renters now face not only an affordable housing shortage and rising rent prices,³ but also a number of junk fees that they must pay to secure and maintain housing. If a tenant ultimately cannot afford to pay these unavoidable junk fees (described in detail below), the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the debt to the Big Three credit bureaus.

Alleged rental debt can haunt a renter long after they have vacated a housing unit—whether they left because of an eviction case or voluntarily moved out. Rental debt can lead to dunning by debt collectors and negative marks on credit reports, resulting in lowered credit scores.⁴ Consumers may face demands for rental debt in eviction proceedings or in separate collection lawsuits. When a judgment enters against the consumer, creditors may use post-judgment collection remedies like wage or bank account garnishment.

Negative entries in a credit report can present a long-term barrier to renters obtaining new housing. Ninety percent of landlords run credit checks on all potential tenants,⁵ often automatically rejecting applicants who are alleged to owe money to former landlords and who have lower credit scores.⁶ This barrier to housing disproportionately affects renters of color. According to the National Equity Atlas, 65% of people with rent arrears are people of color.⁷ And when the COVID-19 economic crisis hit, Black consumers already had lower credit scores as a group than white consumers due to historic and current discrimination and the racial wealth gap.⁸

³ Abha Bhattarai, *Rents are up more than 30 percent in some cities, forcing millions to find another place to live*, Washington Post (Jan. 30, 2022), <https://www.washingtonpost.com/business/2022/01/30/rent-inflation-housing/>.

⁴ See Nat'l Consumer Law Ctr., *Assisting Consumers with Rental Debt During COVID-19: Legal Aid and Non-Profit Attorneys Share Their Experiences* (2021), https://www.nclc.org/images/pdf/credit_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf.

⁵ *TransUnion Independent Landlord Survey Insights*, TransUnion SmartMove (Aug. 7, 2017).

⁶ See Nat'l Consumer Law Ctr., *Salt in the Wound: How Eviction Records and Back Rent Haunt Tenant Screening Reports and Credit Scores* (2020), https://www.nclc.org/images/pdf/special_projects/covid-19/IB_Salt_in_the_Wound.pdf.

⁷ Nat'l Equity Atlas, *Rent Debt in America: Stabilizing Renters is Key to Equitable Recovery* (last visited Apr. 5, 2022), <https://nationalequityatlas.org/rent-debt>.

⁸ See Chi Chi Wu, *Reparations, Race, and Reputation in Credit: Rethinking the Relationship Between Credit Scores and Reports with Black Communities*, Medium (Aug. 7, 2020), https://medium.com/@cwu_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877.

II. Survey of legal services and nonprofit attorneys reveals that tenants face an array of unavoidable junk fees

To learn more about the array of junk fees charged to tenants and rental housing applicants, NCLC conducted a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts. The survey, conducted in March and April of 2022, specifically asked whether respondents had seen housing providers charge their clients certain fees, including high risk fees, insurance fees, fees to report rental payment information to the credit bureaus, and new fees on top of rent imposed by corporate or private equity landlords who purchased the building. The survey also invited respondents to describe any other types of junk fees they have observed. Below is a non-exhaustive list and discussion of the junk fees that survey respondents reported seeing.

Rental application fees. These fees can be higher than the housing provider's actual costs to process the application and may be assessed even when no rental unit is in fact available.

Processing or administrative fees. An advocate from Georgia reported that, separate from the rental application fee, rental housing applicants must pay processing or administrative fees that average \$250. A Florida advocate reported that prospective tenants are sometimes required to pay fees up front before being shown the lease.

High risk fees. These nonrefundable fees are typically charged to tenants deemed "high risk" because of an "insufficient" rental history, an eviction record, a low credit score, a criminal record, or other factors. Tenant screening companies may be involved in making this determination. For example, advocates have seen the high risk designation and the amount of the fee on a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions) under the headers "Your Community's Decision" and "Applicant Decision" (a copy of one such SafeRent Score Report is attached to this comment as an Appendix).⁹ One advocate from Georgia stated that these high risk fees ranged from \$100 up to the cost of a one-month security deposit. Sometimes, but not always, tenants pay these nonrefundable fees in lieu of a security deposit.

Charges in lieu of a security deposit. A Florida advocate reported that landlords require non-refundable down payments. Similarly, a Texas advocate explained that tenants are either being charged one-time nonrefundable fees or relatively smaller

⁹ See Email from Georgia advocate to Ariel Nelson, Staff Attorney, NCLC (Feb. 14, 2022) (on file with author).

nonrefundable monthly fees. The advocate noted that not all tenants realize that these fees, especially one-time fees paid prior to move-in, are not security deposits and are not refundable.

Advocates from Washington, DC and Iowa stated that they see “security bonding,” where a tenant secures a bond in lieu of a security deposit. One company operating in this space is Lease Term Solutions, which is operated by a subsidiary of RealPage.

Advocates from Florida and Georgia also mentioned LeaseLock, a “lease insurance provider” that “eliminates security deposits, surety bonds, cosigners and guarantors.”¹⁰ According to its website, LeaseLock’s billing is integrated with the leasing process such that a “monthly deposit waiver fee is automatically collected along with monthly rent.” Although the tenant foots the bill—which ranges from \$16 per month to \$39 per month—the insurance that LeaseLock provides is payable to the landlord, not the tenant.¹¹

Insurance fees. Advocates from many states, including Colorado, Wisconsin, Vermont, Florida, Washington, Michigan, Texas, and Georgia reported seeing fees for insurance that only covers the landlord. One Georgia advocate stated that many corporate landlords now charge these fees, which typically range from \$10 to \$25 per month. Another Georgia advocate reported that this fee is sometimes called a “building protection fee.” And another Georgia advocate said that apartment management in Atlanta call these “bond” fees.

Tenants may believe that these fees are for renter’s insurance that will protect them when that is not the case. A Wisconsin advocate reported that one client learned that his “renter’s” insurance was actually property insurance for the owner when there was a building fire. The insurance covered only the structure and not the tenant’s personal property.

Another Wisconsin advocate stated that he has seen a proliferation of forced-premium and landlord liability insurance plan charges that range from \$13 to \$25 a month. The advocate’s understanding is that if the tenant fails to provide sufficient proof of renter’s insurance coverage within 30 days of taking possession of the unit, the landlord may charge the tenant. Similarly, a Florida advocate similarly reported seeing a regular, nonrefundable fee of \$15 a month charged if the tenant has not secured renter’s insurance. Advocates from Montana and Iowa also reported that landlords charge tenants a fee if they do not secure insurance. A Michigan advocate said that she sees fees for not having rental insurance as well as fees associated with paying for insurance

¹⁰ LeaseLock, Frequently Asked Questions, <https://leaselock.com/faqs/> (last visited Apr. 1, 2022).

¹¹ *Id.*

policies through the landlord. Another Michigan advocate referred to these fees as “insurance waiver fees.”

Convenience fees. A growing number of housing providers charge “convenience” fees when tenants pay their rent online. Some housing providers no longer accept payment in person or by check, meaning that tenants have no way to avoid these fees. A Montana advocate explained that tenants must pay a \$5 fee for paying rent through the required online portal. A Florida advocate said that some owners/property managers charge a monthly \$35 convenience fee for processing rent and that there is no way for tenants to tender rent that does not invoke the fee. Similarly, a Colorado advocate reported that tenants must pay “billing convenience” fees for automatic billing and processing of payments. The advocate noted that tenants do not opt in to the automatic billing and do not have the option to opt out. A Michigan advocate reported that tenants who wanted to avoid their landlord’s “payment portal” would be charged a fee for doing so.

Check cashing fees. A Massachusetts advocate reported that some landlords charge checking cashing fees even in cases where the landlord will only accept rent by check.

Excessive late fees. A Wisconsin advocate reported that landlords charge \$10 to \$50 per day in late fees plus 5% on the total balance, even when the landlord knows that rental assistance has been approved. The advocate described this practice as “late fees on late fees.” Advocates from Ohio and Michigan also observed excessive late fees, and a Minnesota advocate reported unlawful late fees

Utilities-related fees. A Wisconsin advocate reported that corporate landlords commonly impose “utility service fees”—fees for processing utility charges. Two Georgia advocates also stated that they see utility service fees, and a Minnesota advocate reported “utility billing fees.” An Illinois advocate similarly reported “all sorts of utility fees.” An advocate from Pennsylvania stated that tenants are being charged a monthly fee to keep utility accounts in the landlord’s name.

A Minnesota advocate stated that landlords charge a variety of “vacant cost recovery” (VCR) fees, including VCR admin usage fees, VCR gas usage fees, and VCR electric usage fees.¹²

¹² The survey respondent did not provide further detail, but it appears he is referring to fees that landlords charge when tenants allegedly do not transition utility services to their name before they move in, who close their accounts before moving out, and/or who do not close their accounts when they move out.

Fees to report rental payment information to the credit bureaus. Some housing providers charge tenants a mandatory monthly fee to send their rental payment information to the credit bureaus.¹³ A Washington advocate reported that these fees are usually part of a “resident benefit package,” which provides little to no benefit to her clients and actually harms her disabled clients. A Georgia advocate said that while he has not seen a strict requirement that tenants pay this fee, he has seen “offers” where tenants are automatically enrolled in the program and must opt out to avoid the charges.

Notice fees. These fees include charges for notices of late payment and notices of rent increases. An advocate from New Mexico reported that landlords charge fees (the advocate referred to them as “legal fees”) when a landlord serves a notice in the context of a legal proceeding. A Montana advocate said that the notice fees that he sees range from \$35 to \$50 per notice. Another Montana advocate suggested that, in addition to fees for sending the tenant a notice of violation, landlords charge “administrative” or “posting” fees that range from \$25 to \$40 for sending the tenant a letter.

New fees charged by corporate or private landlords who purchased the building.¹⁴ An advocate from Florida explained that private equity outfits have started to monetize all aspects of tenancy. Similarly, a Colorado advocate reported that various fees are added into tenancy agreements or as part of lease renewals when ownership transfers. An advocate from Iowa stated that this is a huge problem with manufactured housing in particular.

Some advocates indicated that corporate landlords are more likely to charge a variety of junk fees. An advocate from Georgia stated that examples of these fees include common area electric, valet trash, service fees for utilities, account initiation fees for third-party utilities, technology package fees, and pest control fees (even when pest control services are not provided). A Florida advocate specifically mentioned that the private equity landlord started charging pet rent, association and amenities fees, maintenance fees, and fees for capital upgrades.

Other fees. In addition to the fees specifically discussed above, advocates noted that landlords may charge other fees, including:

¹³ See Kelly Thompson Cochran, Colin Foos, & Michael Stegman, RenRegLab & Urban Inst., Utility, Telecommunications, and Rental Data in Underwriting Credit app. D, at 99 (2021), https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit_1.pdf.

¹⁴ See Heather Vogell, *When Private Equity Becomes Your Landlord*, ProPublica (Feb. 7, 2022), https://www.propublica.org/article/when-private-equity-becomes-your-landlord?utm_source=twitter&utm_medium=social#1253176.

- **Holding deposits.** One advocate from Pennsylvania reported that landlords impose high “holding” deposits. These fees may be imposed to reserve an apartment before the tenant commits to a lease.
- **Move-in fees.**
- **Unexplained “administrative” or “nonrefundable” fees.**
- **Property management fees.**
- **Maintenance and repair-related fees.**
- **Amenity fees.**
- **“Valet trash” fees.** An advocate in Colorado noted that these fees may be charged even if the tenant does not use the service or the service is not actually provided.
- **Package locker fees.**
- **Package delivery availability fees.**
- **“Luxury” package fees.**
- **Landscaping fees.**
- **Cable fees** where, according to a Wisconsin advocate, it is unclear whether tenants have the option of discontinuing their cable service.
- **Lease renewal fees.**
- **Lease termination fees.** A Florida advocate also reported seeing “accelerated rent,” where the landlord claims they have no obligation to mitigate damages from early termination of a lease and seeks to collect a year’s worth of rent.
- **Attorney’s fees.**
- **Parking fees and mileage** for when the landlord goes to court to file an eviction.
- **Redecorating fees.**
- **Nonrefundable portions of the security deposit.** An Ohio advocate stated that portions of the security deposit are for cleaning and are nonrefundable. A Minnesota advocate observed unlawful cleaning fees.

Advocates from Florida and Vermont mentioned one specific housing provider—Florida Beach Coast LLC¹⁵—as one of the worst offenders in terms of extra fees. According to the Florida advocate, a lease with Florida Beach Coast LLC provides for the following fees in addition to others (and in addition to rent):

1. \$20 per month for a tenant rent portal
2. \$50 per month if automatic rent payments are not set up
3. \$200 to collect rent from a third party

¹⁵ Florida Beach Coast’s website appears to be down, but the company has been in the news for its abusive practices. See, e.g., Molly Duerig, ‘Still not up to code’: Orlando rental company accused of scamming another family, Spectrum News (May 5, 2021), <https://www.mynews13.com/fl/orlando/news/2021/05/05/orlando-rental-company-accused-of-scamming-another-family>.

4. \$100 to fill out any form
5. \$35 returned payment fee
6. \$100 if tenant pays into an account which is not theirs
7. \$25 per month per appliance for appliance rental
8. \$200 per appliance for appliance pickup and removal
9. \$50 per month for storage shed rental
10. For a missing lockbox, \$45 trip fee plus \$35 for the lockbox
11. \$20 if a PaySlip is lost
12. \$50 fee if tenants lock themselves out of the portal
13. \$100 or 10% of the rent (whichever is higher) late fee (no grace period)
14. \$150 fee per pet plus \$20 per month pet rental fee per pet
15. \$500 nondisclosure fee per pet if the pet's existence is not disclosed to landlord
16. \$100 fee if smoking is seen
17. \$75 for any notice received by landlord
18. \$75 courier notice delivery fee
19. \$30 per waste can left on the street
20. \$53 per month for septic system maintenance
21. \$43 well water maintenance fee
22. \$100 per day for using utilities that are not put in tenant's name
23. \$40 per month minimum fee for water
24. \$25 per month minimum fee for trash
25. \$10 per month minimum fee for sewer
26. \$75 per month minimum fee for internet
27. \$250 plus cost of repairs to remove any satellite dish or cable (average repair is \$1,000)
28. \$500 if any internet device is unplugged
29. \$1,000 if tenant touches or alters an exterior camera
30. \$50 fee per call, email or message left to or for landlord
31. \$70 per month for lawn maintenance
32. \$100 appointment no show fee
33. \$75 for anything that needs to be fixed
34. 7 per day notice fee \$100
35. \$175 for pest control
36. \$225 per room for painting
37. Wall damage per hole \$125
38. \$250 interior door replacement
39. \$30 door handle replacement
40. \$125 stove cleaning
41. \$150 refrigerator cleaning

- 42. Pool cleaning minimum fee \$1,000
- 43. \$500 for government violations even if the violation is landlord's fault plus any additional costs to repair or remedy
- 44. Yard and exterior maintenance minimum \$300 plus any additional costs to remedy (average cost \$450)
- 45. \$150 per month for failure to maintain lawn
- 46. \$450 minimum for debris removal
- 47. \$250 to change or rekey any locks plus an additional \$175

III. Conclusion and Recommendations

Junk fees charged to tenants and rental housing applicants make securing and maintaining rental housing even more difficult for rent-burdened households. To help ensure renters' future ability to secure safe and affordable housing by keeping unfair debt collection off of their credit reports, we urge the CFPB to work with the FTC to investigate and prevent the imposition of unavoidable and exploitative junk fees. The CFPB and the FTC should also work together to study and address the disproportionate impact of these practices on renters and renter applicants of color.

If you have any questions about these comments, please contact Ariel Nelson at anelson@nclc.org or 805-432-3993.

Respectfully submitted,

National Consumer Law Center (on behalf of its low-income clients)
National Housing Law Project

APPENDIX

The following is an example of a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions) that includes a “high risk” designation. The document is an excerpt of a tenant screening report used to deny rental housing.

SAFERENT® SCORE REPORT

September 9, 2020

4 : 46 PM

REPORT INFORMATION

Transaction No: 0058747702

Performed By: ACOLE3

Performed On: Friday August 21, 2020 / 15:12:15 EDT

Property: RW809 - The Park at Carrigan

Request ID: R2V0X1Q1

APPLICANT INFORMATION

Name: [REDACTED]

SSN: [REDACTED]

Monthly Income: \$0

DOB: [REDACTED]

Phone: 0000000000

Email: [REDACTED]

Current Address: [REDACTED]

Previous Address: [REDACTED]

YOUR COMMUNITY'S DECISION

Applicant Decision: DECLINE - 292

Decline \$300 High Risk Fee

YOUR MANAGEMENT COMPANY ESTABLISHES CRITERIA (DECISION POINTS) APPROPRIATE FOR APPROVAL OF APPLICANTS TO YOUR COMMUNITY. QUESTIONS REGARDING THESE CRITERIA SHOULD BE DIRECTED TO YOUR MANAGEMENT COMPANY.

SCORE ATTRIBUTE

If improved, the following items could positively impact this applicant's score.

** Credit

** Application Data

LEASE INFORMATION

Monthly Rent: \$912

Security Deposit: \$0

Total Income: \$783

Lease Term: 11 Month(S) Month(S)

Bedrooms:

Marketing Source:

Client Reference:

Rent/Income: 100%

SafeRent® Score is designed as a useful predictor tool, but is not a guarantee of the future performance of an applicant. WARNING: A person must have permissible purpose under the Fair Credit Reporting Act (FCRA; 15 U.S.C. 1681-1681y) to obtain a consumer report. The FCRA provides that any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution, including fines and possible imprisonment. A consumer reporting agency may not prohibit users from disclosing the contents of the report directly to the consumer, however the FCRA under most instances does not require users to do so. It is recommended that users refer all consumer inquiries regarding the information contained in this report directly to CoreLogic Rental Property Solutions LLC. The Federal Trade Commission has said that consumer report users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA. More information about consumer report user's obligations is available at www.ftc.gov/credit.

ADDENDUM 2

APARTMENT LEASE CONTRACT



Date of Lease Contract: October 10, 2021
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) (*list all people signing the Lease Contract*):

[illegible]

and us, the owner: **Cavalier** at 100 LP

(name of apartment community or title holder). You've agreed to rent
apartment No. _____, at _____ Cavalier
Crossing

_____ (street address) in
Lithonia
 _____ (city), Georgia, **30038** _____ (zip code) (the "apartment" or the
 "premises") for use as a private residence only. The terms "you" and
 "your" refer to all residents listed above. The terms "we," "us," and
 "our" refer to the owner listed above (or any of owner's successors'
 in interest or assigns). Written or electronic notice to or from our
 managers constitutes notice to or from us. If anyone else has
 guaranteed performance of this Lease Contract, a separate Lease
 Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The apartment will be occupied only by you and *(list all other occupants not signing the Lease Contract)*:

[illegible]

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 15th day of November, 2021, and ends at 11:59 p.m. the 14th day of December, 2022.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 46 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 0.00, due on or before the date this Lease Contract is signed.

Your security deposit will be (check one)

☒ placed in an account at (state the bank's name)
KeyBank

located at (state the bank's address) 726 Exchange
St., Suite 900, Buffalo, NY 14210

OR

☐ secured by a bond which is on file with the _____ (County) Clerk of Superior Court.

In the event interest is earned on the security deposit, Owner may keep the interest.

5. KEYS. You will be provided 1 apartment key(s), 1 mailbox key(s), 2 FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 1570.00 per month for rent, payable in advance and without demand.

☒ at the on-site manager's office, or

☒ at our online payment site, or

☒ at cavalierat100.com

Prorated rent of \$ 837.33 is due for the remainder of [check one]: ☒ 1st month or ☐ 2nd month, on November 15, 2021.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 3rd day of the month, you'll pay a late charge. Your late charge will be (*check one*): ☒ a flat rate of \$ 150.00 or ☐ 10 % of your total monthly rent payment. Regardless of the calculation method chosen above, the total amount of your late charges shall not exceed ten percent (10%) of your monthly rent payment. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under state law and this Lease Contract will be authorized. We'll also have all other remedies for such violation.

The failure to pay rent timely or the violation of the animal restrictions will result in added administrative and other expenses to us. Since such additional expenses are difficult to determine, late fees and animal violation charges are considered liquidated damages. The amount of such fees and charges are reasonable estimates of the administrative and other expenses we would incur. Animal violation charges do not cover damages to the premises and don't limit your liability for same. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. UTILITIES. We'll pay for the following items, if checked:

☐ water ☐ gas ☐ electricity ☐ master antenna.
☐ wastewater ☐ trash ☐ cable TV
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities other than cable TV not provided by us to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state or local law. You must not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

****Important Disclosure Regarding Management's Right to Select the Natural Gas Marketer (Provider).** Resident (the Tenant) authorizes Management (the Landlord) to act as Resident's agent for the limited purpose of selecting the Resident's natural gas marketer, to authorize the natural gas marketer to obtain credit information on the Resident, if required by the marketer, and to enroll the Resident on the marketer's standard variable price plan for which the Resident is eligible, unless the Resident chooses another price plan for which he or she is eligible. Resident acknowledges that Management may have business relationship with the natural gas marketer that may provide for a financial or other benefit to Management in exchange for the Resident's enrollment with the Marketer.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

Resident is responsible for a Utility Setup Fee of \$25.00 at the time of move in

See any additional special provisions.

11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ **1570.00** (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give written move-out notice as required in paragraphs 24 (Military Transfer and Lease Termination) or 46 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

Not a Release. The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are */check one/* ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move in to your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment is subject to a contractual lien to secure payment of delinquent rent. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender, Abandonment, or Eviction. We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 51 - Deposit Return, Surrender, and Abandonment).

Storage. We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft of such property. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe.

Redemption. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 24 hours after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our mitigation duties under paragraph 33 (Default by Resident) still apply.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 46 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis

during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may remove unauthorized or illegally parked vehicles from the apartment community at your expense under the terms of this Lease Contract or by appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy as pertains to a Family Violence Order under this paragraph or under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Transfer and Lease Termination), 32 (Responsibilities of Owner), or 46 (Move-Out Notice), you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

RELEASE OR TERMINATION DUE TO A FAMILY VIOLENCE COURT ORDER. You may terminate the Lease Contract by giving us a 30 day written notice and a copy of the family violence order as provided in OCGA 44-7-23 if a Court has issued a civil or criminal family violence order protecting you or your minor child. If you obtained an ex parte temporary protective order (TPO) you must also provide a copy of the police incident report on which the order was based.

The termination will take effect on the 30th day after providing us your written Lease Contract termination notice accompanied by a copy of the family violence order; however, you may continue to occupy the apartment until the termination date. You will continue to be responsible for any past due rent and rent that comes due prorated through the date your Lease Contract termination is effective. Also, you are responsible for all other sums that come due or are incurred through the Lease Contract termination date.

If you signed the Lease Contract but have not yet taken possession of the apartment you may terminate the Lease Contract prior to taking possession by giving us at least 14 days written notice and providing a copy of the family violence order and a copy of the police incident report if the order was an ex parte TPO. If you give us a proper 14 day termination notice based on a family violence order prior to taking possession of the apartment you are not liable for payment of any rent or other fees, and the Lease Contract will terminate.

24. MILITARY TRANSFER AND LEASE TERMINATIONS.

A resident (including a resident's spouse) who is a service member on active duty or is called to active duty in the regular or the reserve component of the U.S. Armed Forces, U.S. Coast Guard or National Guard, shall have the right to end this Apartment Rental Contract early by giving 30 days written notice, paying all rent due through the notice date, and providing a copy of the official military orders or written verification signed by the service member's commanding officer or by providing base housing orders as provided in OCGA Section 44-7-22, if the service member is:

- (1) Ordered to federal duty for a period of 90 days or longer;
- (2) Receives a permanent change of station orders to move at least 35 miles away from the rental housing;
- (3) Is released from active duty after leasing housing and must move 35 miles or more away from the service member's home of record prior to entering active duty;
- (4) After entering into this rental agreement, the service member becomes eligible to live in government quarters or the failure to move to government quarters will result in a forfeiture of the member's basic allowance for housing;

- (5) Receives temporary duty orders or temporary change of station orders or state active duty orders for a period exceeding 60 days that is at least 35 miles away from the location of the rental housing; or
- (6) Receives orders after signing the lease but before taking possession of the rental housing.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 33 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute or ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you will be liable to us for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. We both must comply with any local smoke detector and carbon monoxide detector ordinances.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures

can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS.

You accept the apartment, fixtures, and furniture as is. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Prior to move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a

disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

29. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 51 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge *will not be* due;
- (2) a reasonable administrative (paperwork) and/or transfer fee *will be* due, and a rekeying fee *will be* due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days;
- (d) if repair hasn't been made within 7 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law;
- (e) you may terminate your tenancy under this provision only if the repair or condition is so material and substantial as to render the apartment unfit for habitation; and
- (f) you must move out of the apartment on or before the termination date specified in your notice.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect, misleading, or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or drug paraphernalia are found in your apartment; (7) you or your occupants or guests sell, distribute, solicit, possess, or control any illegal drugs or drug paraphernalia in your vehicle, your apartment, anywhere in the apartment community, or on your person; (8) you or any guest or occupant engages in any of the

prohibited conduct described in paragraph 21 (Prohibited Conduct); or (9) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; (5) affixing the notice to the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) the rental value of your apartment while you hold over is due in advance on a monthly basis and shall be delinquent without notice or demand; (2) the rental value for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. The prevailing party may recover from the non-prevailing party 15% attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 16% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

34. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

35. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

36. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

37. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

38. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners.
- F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- I. All Lease Contract obligations must be performed in the county where the apartment is located.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- K. Resident agrees and understands that the terms and conditions of this agreement, including any and all rules and regulations or other documents or policies referred to herein, will be construed and applied under and according to the laws of the state of Georgia.

39. WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

40. LIMITATIONS ON ACTIONS. To the extent allowed by law, Resident also agrees and understands that any legal action against Management or Owner must be instituted within one year of the date any claim or cause of action arises and that any action filed after one year from such date shall be time barred as a matter of law.

41. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to

promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

42. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the premises and remove all of your personal property therefrom at the expiration of the Lease term without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

You affirmatively state that you are not a criminal sex offender.

43. FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

44. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

45. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

46. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), and paragraph 24 (Military Transfer and Lease Termination). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for an additional month's rent. The one month's rent represents the period that the apartment sits vacant and constitutes actual damages for loss of rent.

47. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under paragraphs 11 (Early Move-Out) and 33 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

48. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

49. MOVE-OUT INSPECTION. Within 3 business days after the Lease Contract terminates and you vacate the premises or within 3 business days after you surrender and we accept back possession of the apartment - whichever occurs first - we'll inspect your unit and prepare a comprehensive list of damage done during your occupancy (over and above normal wear) and the estimated dollar value of the damage.

Upon your request within 5 business days after the Lease Contract terminates and you vacate the premises or upon your request within 5 business days after you surrender and we accept back possession of the apartment - whichever occurs first - you have the right to inspect the premises and inspect our list of damages and estimated dollar value of the damages.

If you are present with us at the time of the inspection we will both sign the damage list which will become conclusive evidence of the accuracy of the list. If you refuse to sign the list, you must state specifically in writing the items on the list with which you object or dissent. You may note your objections or dissent on the list we prepare, or you may submit a separate list of your objections and dissent to our list.

Within 30 days after obtaining possession of your unit once the Lease Contract terminates and you vacate the premises or within 30 days after you surrender and we accept possession of the premises - whichever occurs first - we will either: 1) return your full security

deposit; or 2) return the remaining portion (if any) of your security deposit less any amounts we deducted for damages exceeding wear and tear, unpaid rent, or other charges or fees you owe us under the Lease Contract. If we do not return your full security deposit we will send you the remaining balance of the deposit (if any) along with a copy of the damage list and estimated value from our inspection.

If you vacate or surrender the premises without notifying us, we will inspect the premises and compile the list of damages and estimated value within a reasonable time after we discover you surrendered the premises or vacated.

If you are present at the move out inspection after vacating and sign the final damage list or if you are present at the move out inspection and do not object or dissent in writing to the items on the list, you are not entitled to recover your security deposit or other damages under OCGA 44-7-35.

If you did not request a copy of the final damage list and you did not inspect the premises after vacating you still will have the right to dispute the damages we assessed against your security deposit.

If you did not request a copy of the final damage list and were not present for our inspection after vacating you still will have the right to dispute the damages we assessed against your security deposit.

50.SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke

detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal; attorney's fees, court costs, and filing fees actually paid or incurred with respect to an eviction proceeding, your default, or as otherwise provided by law or in this Lease Contract; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; (2) all delinquent and future rent if you have violated paragraph 33 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

51.DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time provided by law to either the forwarding address if notice is provided, or if unknown, to the last known address.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out with the intention to give up all rights to occupy or use the apartment in our reasonable judgment; (2) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment that we are not responsible for paying for under paragraph 7 (Utilities) has been terminated; and (3) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Contractual Lien and Property Left in Apartment), but do not affect our mitigation obligations (paragraph 33 - Default by Resident).

Severability, Originals and Attachments, and Signatures

52.SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

53.ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

54.DISCLOSURE NOTICE. Name and address of the company or party authorized to manage the apartment community: **American Landmark LLC, 4890 West Kennedy Blvd Ste 240, Tampa, FL 33609**

Name and address of the company or party authorized to receive notices or lawsuits: **American Landmark LLC, 4890 West Kennedy Blvd Ste 240, Tampa, FL 33609**

Management's corporate name and license number as required by the rules of the Georgia Real Estate Commission (Ga. R. & Reg. 520-1-10 are

(Corporate Name of Licensed Managing Agent) and

(GREC corporate license number of Managing Agent).

You are legally bound by this document.
Read it carefully before signing.

Resident or Residents
(all sign below)

Date Signed

Owner or Owner's Representative
(signing on behalf of owner)

Date Signed

Name, address and phone number of managing agent for the property for notice purposes. This person or entity is authorized to receive services of process and to manage the property.

100 Cavalier Xing
Lithonia, GA 30038
(770) 808-0860

Name and address of locator service (if applicable)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

DocuSigned by:

A569E3FBCD2449B

DocuSigned by:

269E28D967784E5

partment Association [REDACTED] National Apartment Association Official Form, November 2020



ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. [redacted], [redacted] Cavalier Crossing
(street address) in Lithonia
(city), Georgia, 30038 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: October 10, 2021
Owner's Name: Cavalier at 100 LP

Residents (list all residents): [redacted]

In the event Resident fails to timely establish gas and electric utility/services Owner/
Agent may charge a reasonable administration fee (for each month or part thereof) for
billing of the utility/service in an amount not to exceed \$50.00 per occurrence.

[Empty lines for additional provisions]

Resident(s)
(All residents must sign)

Date of Signing Addendum

[Empty lines for Resident and Date of Signing Addendum]

Owner or Owner's Representative

Date of Signing Addendum

[Empty line for Owner or Owner's Representative]

DocuSigned by:
[redacted]

DocuSigned by:
[redacted]



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated October 10, 2021 between Cavalier at 100 LP

("We" and/or "we" and/or "us") and [REDACTED]

("You" and/or "you") of Apt. No. [REDACTED] located at [REDACTED] Cavalier Crossing
(street address) in Lithonia, GA 30038

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 1
 - ☒ If flat rate is selected, the current flat rate is \$ 70.00 per month.
 - ☐ 3rd party billing company if applicable AUM
- b) **Sewer** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 1
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable AUM
- c) **Gas** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- d) **Trash** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 4
 - ☒ If flat rate is selected, the current flat rate is \$ 10.00 per month.
 - ☐ 3rd party billing company if applicable _____
- e) **Electric** service to your dwelling will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- f) **Stormwater** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- g) **Cable TV** service to your dwelling will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- h) **Master Antenna** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- i) **Internet** service to your dwelling will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- j) **Pest Control** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: 4
 - ☒ If flat rate is selected, the current flat rate is \$ 10.00 per month.
 - ☐ 3rd party billing company if applicable _____

- k) (Other) Valet Trash service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☒ If flat rate is selected, the current flat rate is \$ 25.00 per month.
 - ☐ 3rd party billing company if applicable _____
- l) (Other) _____ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
 - "2" - Calculation of your total water use based on sub-metering of hot water
 - "3" - Calculation of your total water use based on sub-metering of cold water
 - "4" - Flat rate per month
 - "5" - Allocation based on the number of persons residing in your dwelling unit
 - "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
 - "7" - Allocation based on square footage of your dwelling unit
 - "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
 - "9" - Allocation based on the number of bedrooms in your dwelling unit
 - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the apartment has no sub-meter. The formula may be based on factors such as, the interior square footage of the apartment, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 16 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>25.00</u> (not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ <u>0.00</u> (not to exceed \$ _____)
Late Fee:	\$ _____ (not to exceed \$ _____)
Final Bill Fee:	\$ _____ (not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 0.00.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

ANIMAL ADDENDUM
Becomes part of Lease Contract



Date: October 10, 2021
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.

Unit No. _____ Cavalier
Crossing _____ (street address) in
Lithonia
(city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: **October 10, 2021**
Owner's name: **Cavalier at 100 LP**

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. **A. ☒ NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. ☐ CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. **ANIMAL DEPOSIT.** An animal deposit of \$ 0.00 will be charged. We *[check one]* ☒ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract *[check one]* ☐ *does*, or ☒ *does not* include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 0.00. The monthly rent amount in Provision 6 of the Lease Contract *[check one]* ☐ includes ☒ does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of \$ 0.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Failure to pick up after pet will result in a \$100.00 fine. The following breeds are restricted: Pit Bull Terrier, Staffordshire Terrier, American Staffordshire Terrier, American Pit Bull Terrier, or all mixes of the above listed breeds.

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: Litter Box
- Outside, the animal may urinate or defecate *only* in these designated areas: Pet Waste Station or Outer Perimeter
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

17. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

18. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

BED BUG ADDENDUM



Date: October 10, 2021
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____ Cavalier
Crossing _____ (street address) in
_____ Lithonia _____
(city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION

Lease Contract Date: **October 10, 2021**
Owner's name: **Cavalier at 100 LP**

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION:

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

If apartment is found to be infested with bedbugs, resident will be responsible to following all directions given by pest control provider and will be responsible for cost of any and all treatment that results in the infestation.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Cavalier at 100 LP

Resident(s): [REDACTED]

Unit No./Address: [REDACTED] Cavalier Crossing, Lithonia, GA 30038

Lease Date: 10/10/2021

- I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.
- Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.
- Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.
- THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.
- II. POOL. This Community ☒ DOES; ☐ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
 - For their safety, Residents should not swim alone.
 - Pool hours are posted at the pool.
 - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
 - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
 - Resident(s) must accompany their guests.
 - Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. FITNESS CENTER. This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
 - The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
 - Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
 - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
 - Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
 - Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
 - Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
 - Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) 1 (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☐ DOES; ☒ DOES NOT accept packages on behalf of Residents.***For communities that do accept packages on behalf of its Residents:***

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community ☒ DOES; ☐ DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 2 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 48 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 50 feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO
EXTERMINATION AND THE USE OF INSECTICIDES**

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.**X. WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
Residents found with an unauthorized pet shall be charged an initial fine of \$300 and
\$10 per day thereafter until pet is removed.

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	

CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted] Cavalier Crossing
(street address) in Lithonia
(city), Georgia, 30038
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
 - 1. Engaging in any act intended to facilitate any type of criminal activity.
 - 2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
 - 3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Georgia and/or the Federal Controlled Substances Act.

Resident or Residents (sign here)

[redacted]

Owner or Owner's Representative (signs here)

DocuSigned by: [redacted]
A309E3FB0D2449B...

DocuSigned by: [redacted]
269E28D967784E5...

- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
- 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
- 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
- 7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
- 8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[redacted]

Date of Signing Addendum

[redacted]

Date of Signing Addendum



**LEASE ADDENDUM
FOR INTRUSION ALARM**



1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____ **Cavalier**
Crossing _____ (street address) in
 _____ **Lithonia**
 (city), Georgia, _____ **30038** (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. INTRUSION ALARM. Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is *(check one)* ☐ required or ☒ optional. You are responsible for all false alarm charges for your dwelling.

4. **PERMIT FROM CITY.** You (check one) ☒ do or ☐ do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is _____, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

5. **FOLLOW INSTRUCTIONS.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions ☐ are attached or ☐ will be provided to you when you move in.

6. **ALARM COMPANY.** You (check one) ☒ will or ☐ will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) ☒ may choose your own alarm company or ☐ are required to use _____ as your alarm company. The alarm system is repaired and maintained by resident

Resident or Residents
(All residents must sign here)

7. ENTRY BY OWNER. Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

8. **REPAIRS OR MALFUNCTIONS.** If the intrusion alarm malfunctions, you agree to (check one) ☒ contact your intrusion alarm company immediately for repair or ☐ contact us immediately for repair. The cost of repair will be paid by (check one) ☒ you or ☐ us.

9. NO WARRANTY. We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

10. LIABILITY. We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

11. EMERGENCIES. Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

12. ENTIRE AGREEMENT. We've made no promises or representations regarding the alarm system except those in this addendum.

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

All alarm equipment must be removed at the time of move out.

INVENTORY AND CONDITION FORM



MOVE IN. Before you take possession of the dwelling, we're providing you with this move-in condition form which is a comprehensive list of any existing damage to the premises. If you sign the move-in list as prepared by us without disputing its accuracy, the accuracy of the list shall be conclusive of the damages and conditions noted. By statute, if you refuse to sign the move-in list as prepared by us or you disagree with or dispute the accuracy of the list, you must either (1) sign and note on this form the item with which you disagree; or (2) refuse to sign our list and give us a signed, written notice of your objections or additions to the list with which you disagree, dissent, or dispute; and then return it to us before taking possession. If you fail to sign the list we prepared (either with or without the items with which you disagree) or you fail to provide us your own signed, written list of the items with which you disagree, you cannot recover your security deposit or any other damages to which you would have otherwise been entitled under OCGA 44-7-35. Unless damages or defects are noted below, the area of the premises is presumed to be in an undamaged, clean, safe, and good working condition. Blank spaces mean there are no damages.

MOVE OUT. Within 3 business days after the Lease Contract terminates and you vacate the premises or within 3 business days after you surrender and we accept back possession of the apartment - whichever occurs first - we'll inspect the apartment and provide you a comprehensive list of damage done during your occupancy (over and above normal wear) and the estimated dollar value of the damage. Upon your request within 5 business days after the Lease Contract terminates and you vacate the premises or upon your request within 5 business days after you surrender and we accept back possession of the apartment - whichever occurs first - you have the right to inspect the premises and inspect our list of damage and estimated dollar value of the damage within.

If You Are Present at the Move-Out Inspection: If you are present at the move-out inspection and sign the move-out list as prepared by us without disputing its accuracy, then the accuracy of the list shall be conclusive of the damages and conditions noted.

By statute if you are present at the move-out inspection and refuse to sign the move-out list as prepared by us or you disagree with or dispute the accuracy of the list, you must either (1) sign and note on this form the items with which you disagree; (2) refuse to sign our list and give us a signed, written notice of the items (damages or their estimated amount) with which you disagree, dissent, or dispute, and return the list or notice to us.

If you are present at the move-out inspection and fail to sign the list we prepared (either with or without the items with which you disagree) or you fail to provide us your own signed, written list of the items with which you disagree, you cannot recover your security deposit or any other damages to which you would have otherwise been entitled under OCGA 44-7-35.

If You Are Not Present at the Move-Out Inspection: If you are not present at the move-out inspection after vacating and do not request a copy of our move-out damage list you may still dispute the damages we assessed.

If you do not inspect the premises after vacating and do not request a copy of our move-out damage list you may still dispute the damages we assessed.

DWELLING UNIT DESCRIPTION. Unit No. [redacted], [redacted] **Cavalier Crossing** (street address) in
Lithonia (city), Georgia, **30038** (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: **October 10, 2021**

Owner's name: **Cavalier at 100 LP**

Residents (list all residents):
[redacted]

Resident's Name: [redacted]
Home Phone: () Work Phone: ()
Resident's Name: _____
Home Phone: () Work Phone: ()
Resident's Name: _____
Home Phone: () Work Phone: ()
Resident's Name: _____
Home Phone: () Work Phone: ()
Resident's Name: _____
Home Phone: () Work Phone: ()
Resident's Name: _____
Home Phone: () Work Phone: ()

☐ **Move-In** or ☐ **Move-Out Condition** (Check one)

Living Room
Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Lamps, Bulbs _____
Water Stains on Walls or Ceilings _____
Other _____

Kitchen
Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Cabinets, Drawers, Handles _____
Countertops _____
Stove/Oven, Trays, Pans, Shelves _____
Vent Hood _____
Refrigerator, Trays, Shelves _____
Refrigerator Light, Crisper _____
Dishwasher, Dispensers, Racks _____

Sink/Disposal _____
 Microwave _____
 Plumbing Leaks or Water Stains on Walls or Ceilings _____
 Other _____

General Items
 Thermostat _____
 Cable TV or Master Antenna _____
 A/C Filter _____
 Washer/Dryer _____
 Garage Door _____
 Ceiling Fans _____
 Exterior Doors, Screens/Screen Doors, Doorbell _____

 Fireplace _____
 Other _____

Dining Room
 Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Water Stains on Walls or Ceilings _____
 Other _____

Halls
 Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

 Doors, Stops, Locks _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Water Stains on Walls or Ceilings _____
 Other _____

Exterior (if applicable)
 Patio/Yard _____
 Fences/Gates _____
 Faucets _____
 Balconies _____
 Other _____

Bedroom (describe which one): _____
 Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Water Stains on Walls or Ceilings _____
 Other _____

Bedroom (describe which one): _____
 Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____

Floor/Carpet _____

 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Water Stains on Walls or Ceilings _____
 Other _____

Bath (describe which one): _____
 Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Exhaust Fan/Heater _____
 Floor/Carpet _____

 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Sink, Faucet, Handles, Stopper _____
 Countertops _____
 Mirror _____
 Cabinets, Drawers, Handles _____
 Toilet, Paper Holder _____
 Bathtub, Enclosure, Stopper _____
 Shower, Doors, Rods _____
 Tile _____
 Plumbing Leaks or Water Stains on Walls or Ceilings _____
 Other _____

Half Bath
 Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Exhaust Fan/Heater _____
 Floor/Carpet _____

 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Sink, Faucet, Handles, Stopper _____
 Countertops _____
 Mirror _____
 Cabinets, Drawers, Handles _____
 Toilet, Paper Holder _____
 Tile _____
 Plumbing Leaks or Water Stains on Walls or Ceilings _____
 Other _____

Bedroom (describe which one): _____
 Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Water Stains on Walls or Ceilings _____
 Other _____

Bath (describe which one): _____
 Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____

Ceiling _____
 Light Fixtures, Bulbs _____
 Exhaust Fan/Heater _____
 Floor/Carpet _____

 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Sink, Faucet, Handles, Stopper _____
 Countertops _____
 Mirror _____
 Cabinets, Drawers, Handles _____
 Toilet, Paper Holder _____
 Bathtub, Enclosure, Stopper _____
 Shower, Doors, Rods _____
 Tile _____
 Plumbing Leaks or Water Stains on Walls or Ceilings _____
 Other _____

Safety-Related Items (Put "none" if item does not exist)

Door Knob Locks _____
 Keyed Deadbolt Locks _____
 Keyless Deadbolts _____
 Keyless Bolting Devices _____
 Sliding Door Latches _____
 Sliding Door Security Bars _____
 Sliding Door Pin Locks _____
 Doorviewers _____
 Window Latches _____
 Porch and Patio Lights _____
 Smoke Detectors (push button to test) _____
 Alarm System _____
 Fire Extinguishers (look at charge level BUT DON'T TEST!) _____

 Garage Door Opener _____
 Gate Access Card(s) _____
 Other _____

Date of Move-In: _____

or

Date of Move-Out: _____

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Acknowledgment. You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verify that they are operating correctly. You acknowledge that you and management have inspected the dwelling unit and that no signs of bedbugs or other pests are present. This unit is in a decent, safe and sanitary condition.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

Resident or Resident's Agent: _____ **Date of Signing** _____

Owner or Owner's Representative: _____ **Date of Signing** _____



LEASE CONTRACT BUY-OUT AGREEMENT



1. DWELLING UNIT DESCRIPTION

Unit No. [redacted] Cavalier
Crossing _____ (street address) in
Lithonia _____
(city), Georgia, 30038 _____ (zip code)

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

3. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (*check one*) ☐ must be the last day of a month or ☒ may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 1570.00;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 60 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the

entire lease term is \$ 0.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out (*check one*) ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Termination fee Equals to 1 Month Rent.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Lease Contract

October 10, 2021

Downloaded by

—Contributed by

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MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION

Unit No. [redacted] Cavalier
Crossing _____ (street address) in
_____ Lithonia _____
(city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

NO-SMOKING ADDENDUM



Date: October 10, 2021
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION

Unit No. [redacted] [redacted] **Cavalier**
Crossing _____ (street address) in
 _____ **Lithonia**
 (city), Georgia, **30038** (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least _____ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☒ is ☐ is not permitted.

The following outside areas of the community may be used for smoking: **None**

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.

Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible

FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all

ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[illegible]

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)



PACKAGE ACCEPTANCE ADDENDUM

1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____ Cavalier
Crossing _____ (street address) in
_____ Lithonia
(city), Georgia, _____ 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 3 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

Resident or Residents
(All residents must sign)

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign

RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. **SEVERABILITY.** If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Management does not accept packages in the office. All package must be left in the Amazon Hub or at the front door of the unit. Management is not responsible for loss or stolen packages.

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

- DocuSigned by:

DocuSigned by:

Department Association, Inc.

-269E28D967784E5



RESIDENT PARKING ADDENDUM



Date: October 10, 2021
(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted] Cavalier
Crossing _____ (street address) in
_____ Lithonia _____
(city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

The term of this Parking Addendum is as follows:
Begins on November 15th, 2021 and
ending on December 14th, 2022.

RESIDENT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.
11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.
12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ _____ per vehicle on or before the _____ day of _____, _____. In alternative resident agrees to pay \$ _____ monthly per vehicle due on or before the _____ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is _____ days delinquent in paying the required parking fee.

Resident agrees to pay \$ _____ NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1

Make:
 Model & Year:
 State:
 License Plate:
 Permit Number:
 Phone Number:
 Parking Space:

Vehicle 2

Make: _____
 Model & Year: _____
 State: _____
 License Plate: _____
 Permit Number: _____
 Phone Number: _____
 Parking Space: _____

Vehicle 3

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

13. SPECIAL PROVISIONS.

Resident or Residents
(All residents must sign)

Owner or Owner’s Representative
(Signs below)

Date of Signing Addendum

LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted] Cavalier
Crossing
[redacted] (street address) in
Lithonia
(city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):
[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- ☐ Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ 75.00 non-refundable fee.
- ☒ Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ 25.00 non-refundable fee.
- ☐ Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- ☒ If a remote control is lost, stolen or damaged, a \$ 75.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☒ If a card is lost, stolen or damaged, a \$ 25.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☐ We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

October 10, 2021

**LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA**



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____ Cavalier
Crossing _____ (street address) in
 _____ Lithonia _____
 (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.

You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. **LIABILITY INSURANCE.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 0.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. **SECURITY DEPOSIT.** An additional security deposit of \$ 0.00 will be charged. We (check one) ☒ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) ☐ does or ☒ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

- 12. WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.
- 13. MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

- 14. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
- A satellite dish may not be permanently affixed anywhere on the property, either inside or outside of your dwelling unit or in any common area.
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

October 10, 2021

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR USE OF COMMON AREA AMENITIES

In consideration for receiving permission by Dekalb County, GA (hereinafter "County and State") to BE ON PREMISES at the Property Pool, Tennis Courts, Clubhouse, Playground, Walking Path, and any other common areas (hereinafter the "Activity or Activities"),

I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand that notwithstanding the execution of this document that the Association of my property has monitored, and shall continue to monitor and provide updates on the guidelines for use of common areas and amenities as issued by local and Federal agencies and authorities and that I shall abide by those guidelines as shall be implemented from time to time as may be required. I also understand that it remains my responsibility to be responsive for myself, as well as my children, if any, as to all guidelines and requirements for social distancing and including, but not limited to, the wearing of masks as may be required.
2. I further understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the Activities.
4. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the Association, its officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
5. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of GA.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal dated, 10/10/2021.

SIGNATURE: _____ PRINT NAME: _____

SIGNATURE: _____ PRINT NAME: _____

SIGNATURE: _____ PRINT NAME: _____

SIGNATURE: _____ PRINT NAME: _____

SIGNATURE: _____ PRINT NAME: _____

SIGNATURE: _____ PRINT NAME: _____

DocuSigned by:
[Redacted]
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[Redacted]
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PANDEMIC, ENDEMIC, HEALTH EMERGENCY AND COVID-19 ADDENDUM

Becomes part of Lease Contract

DWELLING UNIT DESCRIPTION

Unit No. [REDACTED] at [REDACTED] Cavalier Crossing (street address) in Lithonia (city), GA (state)

LEASE CONTRACT DESCRIPTION

Lease Contract Date: 11/15/2021

Owners Name: American Landmark Management LLC

Residents (list all residents): [REDACTED]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

General Pandemic, Endemic and Health Emergency Issues During Lease Term

During the lease term and any renewal thereof, Resident hereby agrees that in the event of a pandemic, endemic or other health emergency, such as COVID-19, to the extent applicable to the city, county or state where the apartment building is located, Resident shall:

- Comply with and observe all guidelines, protocols, laws, statutes, codes, acts, ordinances, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, orders, directions and requirements issued or proffered by Owner, the Center for Disease Control, the World Health Organization, any applicable department of health and/or any other federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of the foregoing, including any quasi-governmental and/or regulatory body, agency and/or authority (collectively "Health Guidelines"). Such Health Guidelines may include, without limitation, social distancing, self-quarantining after knowingly being exposed to the virus, disease or other illness and/or self-quarantining when exhibiting symptoms of the virus, disease or other illness; and
- Promptly inform Owner or its property manager if Resident, to his/her knowledge, (i) has been exposed to someone who has been confirmed to have the virus, disease or other illness in question; (ii) is experiencing any symptoms of the virus, disease or other illness in question; and/or (iii) has tested positive for, or otherwise been diagnosed with, the virus, disease or other illness in question.

COVID-19 Issues Prior to Move-In

Resident acknowledges that, as part of Resident's rental application, Resident certified as follows:

"AS OF THE DATE SET FORTH BELOW MY SIGNATURE, I HEREBY CERTIFY THAT, TO MY KNOWLEDGE, WITHIN THE PAST FOURTEEN (14) DAYS, I (I) HAVE NOT BEEN EXPOSED TO SOMEONE WHO HAS BEEN CONFIRMED TO HAVE COVID-19; (II) AM NOT EXPERIENCING ANY SYMPTOMS OF COVID-19; (III) HAVE NOT TESTED POSITIVE FOR COVID-

19; AND (IV) HAVE BEEN COMPLYING WITH ALL APPLICABLE SHELTER-IN-PLACE/STAY-AT-HOME ORDERS OR OTHER LAWS, ORDINANCES OR ORDERS RELATING TO COVID-19 AND OTHERWISE ABIDING BY CDC GUIDELINES."

Resident hereby expressly acknowledges and agrees that, on the date that Resident is scheduled to move into the apartment (the "**Scheduled Move-In Date**"), Resident must re-certify as follows as of the Scheduled Move-In Date:

I HEREBY CERTIFY THAT, TO MY KNOWLEDGE, WITHIN THE PAST FOURTEEN (14) DAYS, I (I) HAVE NOT BEEN EXPOSED TO SOMEONE WHO HAS BEEN CONFIRMED TO HAVE COVID-19; (II) AM NOT EXPERIENCING ANY SYMPTOMS OF COVID-19; (III) HAVE NOT TESTED POSITIVE FOR COVID-19; AND (IV) HAVE BEEN COMPLYING WITH ALL APPLICABLE SHELTER-IN-PLACE/STAY-AT-HOME ORDERS OR OTHER LAWS, ORDINANCES OR ORDERS RELATING TO COVID-19 AND OTHERWISE ABIDING BY CDC GUIDELINES.

If Resident cannot, or refuses to, make such certification as of the Scheduled Move-In Date, then:

- (a) Owner shall have the right to require Resident to reschedule the Scheduled Move-In Date until such date as Resident can, or is willing to, make the above certification. Resident shall be entitled to an abatement of rent on a daily basis during the period between the Scheduled Move-In Date and the actual move-in date. If Resident does not make such certification within fourteen (14) days after the Scheduled Move-In Date, then Owner shall have the right to terminate the Lease Contract upon written notice to Resident, in which event Owner shall refund to Resident only any deposit(s) and any rent paid under the Lease Contract.
- (b) Resident shall have the right to terminate the Lease Contract upon written notice to Owner, in which event Owner shall refund to Resident only any deposit(s) and any rent paid under the Lease Contract.

If Resident's certification and/or re-certification is not true, correct and complete in all respects, then Resident shall be deemed to be in default under the Lease Contract, and Owner may pursue all rights and remedies thereunder, including, without limitation, the right to pursue an eviction.

Resident(s)

DocuSigned by:

[Redacted Signature]

AS89E3FBCD2449B...

Date: 10/15/2021

Owner/Agent:

DocuSigned by:

[Redacted Signature]

269E28D967784E5...

Date: 10/15/2021

Date: _____

Valet Trash Service Addendum

Valet trash service will be provided for each resident **Sunday - Thursday**. **Valet Trash service will be provided at the monthly cost of 25.00**. A stationary container (Waste Station) will be provided to each resident in the breezeway area and must be used in conjunction with the valet service. **Bagged trash should be placed inside the Waste Station only between the hours of 6:00pm - 9:00am**. Service will begin at **8:00pm**. All trash must be in bags and securely tied. Only bagged trash placed inside the waste station will be collected. No loose trash will be collected. All boxes must be broken down and flattened. The Waste Stations are the property of **Tide Valet**. It is the responsibility of each resident to keep his or her Waste Station clean. There will be a **25.00** charge to the resident if an additional or replacement Waste Station is needed or if you take the Waste Station with you when you move out.

If any resident has trash that does not fit in the Waste Station or misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening. **Trash may NOT be left out for any reason during non-designated times**. If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her Waste Station will be removed and/or a fine of **25.00** per bag will be issued. Waste Stations may be returned after a return fee is paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's responsibility.

We hope everyone will follow the rules to enjoy this amenity. By not following the rules for our community, you are in violation of your lease agreement and this will be handled accordingly.

We ask that everyone do his or her part in keeping our property clean and beautiful.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash service and the penalties that may be incurred.

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<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <small>DocuSigned by:</small> <div style="background-color: black; width: 100px; height: 20px; margin: 0 auto;"></div> </div> <div style="text-align: center;"> 10/15/2021 Date </div> </div> </div> <div style="text-align: center; margin-top: 5px;">Resident Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <small>DocuSigned by:</small> <div style="background-color: black; width: 100px; height: 20px; margin: 0 auto;"></div> </div> <div style="text-align: center;"> 10/15/2021 Date </div> </div> </div> <div style="text-align: center; margin-top: 5px;">Property Representative</div>
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ELECTRIC TURNOVER VERIFICATION

It is required that within 48 hours prior to your move in date, the electric service with _____ be placed in your name. We will need to know the account number for our files.

Please write your new account information below, which is confirmation that all required deposits have been made to the utility vendor. Return this form to us on your move in day.

I verify that I, _____ will be occupying apartment # _____ on 11/15/2021 and that electric service will be in my name as of my move in date.

THE ACCOUNT NUMBER IS: #0

THE SCHEDULED DATE IS:

NOTE:

Electric must remain in your name through the agreed upon move out date between the resident and management and may only be placed back in managements name the day after. Failure to leave electric service in your name will result in the bill being charged back to you as well as a \$50.00 utility penalty fee.

YOU WILL NOT RECEIVE YOUR KEYS AT MOVE IN WITHOUT PROVIDING YOUR ACCOUNT NUMBER AND CONFIRMATION THAT THE ELECTRIC AT THE UNIT LISTED ABOVE IS IN YOUR NAME.

<p><small>DocuSigned by:</small> <small>Resident Signature</small></p> <p style="text-align: right;"><u>10/15/2021</u> Date</p>	<p><small>DocuSigned by:</small> <small>Agent for Owner Signature</small></p> <p style="text-align: right;"><u>10/15/2021</u> Date</p>
<p>_____ Resident Signature</p> <p>_____ Date</p>	
<p>_____ Resident Signature</p> <p>_____ Date</p>	
<p>_____ Resident Signature</p> <p>_____ Date</p>	

CONCERGE

Concierge Services Summary

- **Package Access System**

When available, a 24/7 delivery and access system fee will be included in your rent. The rent will be increased by **\$5.00 per month** effective immediately upon availability of the system, and becomes part of your new monthly rent payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.

- **Resident Protection Insurance**

You are required to maintain at all times renter's insurance for your protection and ours. If for any reason your policy cancels and/or expires, you understand that your account will be billed **\$75.00** for a violation fee.

- **Concierge Trash Service**

Your community provides a concierge trash removal service at an additional cost of **\$25.00 per month**, which is added to and incorporated in your monthly rental payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.

- **Technology Package**

When available, you will be required to obtain enhanced WiFi/Cable services from the master provider at a monthly cost of **\$99.00**, which is added to and incorporated in your monthly rental payment. You are also allowed by law to obtain additional service of your choice, through the master provider and at your own expense.

DocuSigned by:

[Redacted Signature]

Resident Signature

10/15/2021

Date

DocuSigned by:

[Redacted Signature]

Agent for Owner Signature

10/15/2021

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

INSURANCE ADDENDUM
(Liability Insurance Required)

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

Renter's Insurance: You covenant and agree to purchase liability insurance a/k/a Renters Insurance (HO-4) on or before the commencement date of the Lease from an insurance carrier admitted in the state of GA. Your Liability insurance shall insure you and your guest(s), invitee(s), agent(s), and or any other person at the apartment community associated with you, on an occurrence basis as opposed to a claim made basis, against any liability occasioned by acts on or about the premises and/or any appurtenances to the premises. Such policy shall be written by an acceptable carrier with personal liability coverage limit of **\$300,000.00**. You will provide us with evidence on or before signing the Lease that the policy is sufficient, paid for and active. Furthermore, this Liability insurance policy shall name us as an additional insured and provide that we must be notified in writing not later than thirty (30) days in advance of cancellation of and/or modification(s) to the policy. You shall be responsible for renewing the liability policy not less than thirty (30) days prior to the expiration date of the policy, and must furnish the certificate and receipted invoice of payment to us. Failure by you to keep this policy current and active during the term of the Lease and any extension or renewal thereof shall be considered a material breach of the Lease and thus grounds for termination of the Lease. Termination of the Lease shall in no way relieve you of any outstanding liabilities and obligations owed to us and such liabilities and obligations shall survive any termination of the Lease under these recited conditions and/or otherwise.

You agree to pay **\$75.00** per month as a violation fee, in addition to all other charges under the Lease in the event your renter's insurance policy is cancelled at any time(s) during lease term.

This charge does not protect you and/or any occupant(s) and/or guest(s) and/or invitee(s) against personal loss or damage to your or their personal property and/or belongings. Only a separate renters' insurance policy binder purchased by you may do this. You acknowledge that insurance maintained by Lessor does not protect against loss or damage to your personal property or belongings, and does not cover your liability to us for loss or damage to the dwelling unit or otherwise at and around the apartment community caused by your actions and/or the actions of any of your occupant(s) and/or any guest(s) and/or invitee(s) and/or occupant(s) of your apartment and/or otherwise. You also acknowledge that you shall be liable to others, including, if applicable, us, for loss or damage caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s).

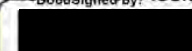
This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any other addendum to the Lease.

The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

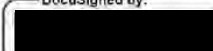
Nothing contained herein is intended nor shall it be construed to limit the liability of you, your occupant(s), guest(s) and/or invitee(s) to us, or otherwise limit our remedies against you and/or your occupant(s), guest(s), and/or invitee(s) for any breach of the Lease. Accordingly, you shall be responsible for all damage sustained by us, our agent(s), including, without limitation Robbins employee(s) and representative(s) and/or any others associated with us, caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s) and/or by any breach of the Lease.

Resident or Residents (all sign below)



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DocuSigned by:



269E28D9677B4E5

Owners(s) Representative (signing on behalf of owner(s))

PACKAGE ACCEPTANCE ADDENDUM

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

For this system, you accept a monthly charge of 5.00 /month

You acknowledge that: Please initial the following:

- A secure package locker system is available on site. This system will accept packages on your behalf and send you notification of receipt. This system accepts packages from most carriers except USPS (United States Postal Service). We do not accept packages at the office.
- We do not sign for package deliveries. If a package delivery requires a signature, it is up to you to coordinate delivery with the carrier.
- Packages will be stored in the locker for up to 48 hours. You must retrieve package(s) from the locker within 48 hours (2 days) to avoid being charged a N/A daily fee. If any package is not retrieved in the designated time, you hereby grant us the right to return the package to the sender at your sole expense and charge as well as charge the daily fee to your account. Large or bulky packages will not be accepted. You will need to coordinate delivery or pickup of such package(s) with the carrier. We accept no liability for damage of packages or goods contained in the packages. We do not accept COD (Cash on Delivery) packages, parcels, or envelopes of any type.
- You hereby acknowledge and agree that we have no responsibility to notify you of the receipt by us of any package(s). It is your sole responsibility to instruct the delivering entity to notify you of any delivery. You assume all risks associated with authorizing us to accept packages on your behalf and agree that we are not responsible in any way whatsoever for any lost, misplaced, stolen and/or damaged package(s) and/or other items so delivered to us.
- In accordance with the foregoing, you hereby agree to indemnify, defend, and hold harmless us, our principal(s), agent(s) (including, without limitation, **Cavalier at 100** our joint and respective representatives, employees, directors, officers, members, partners and all associated with us from any and all damages and liability, including, without limitation, attorney fees, that may result from us accepting delivery of any package(s) on your behalf. Carriers must always attempt to deliver packages to your apartment as the office will not accept or sign for your packages.
- We do not accept liability or responsibility for any package(s), even if the carrier shows a delivery signature. If a package is lost or not delivered, it is your responsibility to work with the carrier to resolve the delivery issue. You assume all risk of loss with regard to the delivery of any package(s) to the community.

By signing below you acknowledge that you have read the foregoing and fully understand that we have shall have no liability associated in any way whatsoever with the convenience we offer you herein.

Resident or Residents (all sign below)

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">DocuSigned by:</div> <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border-top: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> AB99E3FBC1D2449B Resident Signature </div>	<div style="border-top: 1px solid black; margin-bottom: 5px; text-align: center;">10/15/2021</div> <div style="display: flex; justify-content: space-between;"> Date </div>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">DocuSigned by:</div> <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border-top: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> 289E24D967784F5 Agent for Owner Signature </div>	<div style="border-top: 1px solid black; margin-bottom: 5px; text-align: center;">10/15/2021</div> <div style="display: flex; justify-content: space-between;"> Date </div>
<div style="border-top: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Resident Signature Date </div>			
<div style="border-top: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Resident Signature Date </div>			
<div style="border-top: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Resident Signature Date </div>			

CREDIT REPORTING ADDENDUM:

DISCLOSURE OF RESIDENT'S FINANCIAL RESPONSIBILITY RENTPLUS CHARGES

Upon execution of this addendum, Resident shall be enrolled in RentPlus, a credit reporting and financial tool that reports the timeliness and completeness of Resident's rent and other payments due under the Rental Agreement and this addendum. After a 30-day trial period of RentPlus services Resident will be charged a financial services fee of \$8.95 per month. In the event that there are multiple signers of this addendum, each signer will be separately enrolled in RentPlus for a combined fee of \$14.95 per month. Resident may opt out of RentPlus at any time, for any or no reason, by logging in at my.rentplus.com/login and clicking on Account Settings, or by sending written notice of termination to RentPlus at RentPlus, 91 East 700 South, Logan UT 84332 – Attn: RentPlus Service Change. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at www.rentplus.com/terms-of-use.html. The RentPlus services and fees may be altered, changed, terminated or otherwise modified by Rent Plus with thirty (30) days' advance notice to Resident. Resident(s) hereby acknowledge that Owner will provide the above described payment information to RentPlus and that Resident(s) will be enrolled in RentPlus.

Resident(s)' Signature _____

Community Staff Signature _____

DocuSigned by:

DocuSigned by:

208E23D997784LS...

Apt # **02206**

Addendum for Technology Package

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

In order to facilitate immediate and continuous internet access and related services, your apartment is pre-equipped with a technology amenity package (hereinafter collectively referred to as "services"). The services commence immediately upon you taking occupancy of your apartment, without any need for any additional paperwork or other inconvenience to you. The charge for the technology package is **\$99.00** per calendar month, payable to us in advance on the first day of each calendar month during the term of the Lease and any extension thereof. This charge is in addition to base rent and other amounts payable by you to us as set forth in the Lease and/or any other addendum to the Lease. Where applicable by law, this charge is hereby deemed additional rent for purpose of the Lease.

You may not alter and/or remove from the apartment any of the equipment and/or related paraphernalia associated with the services. You are responsible to us for damage to, loss of, or the non-return of any such equipment and/or related paraphernalia.

We may change the television programming availability and Internet speed at any time provided that such change is made for all residents at the apartment community.

You acknowledge that we may, upon thirty (30) days written notice to you, terminate any or all of the services and adjust the additional rental we charge you for the services accordingly. Should our monthly costs for any of these services increase during the Lease term, you agree that we may, upon thirty (30) days written notice to you, increase the amount that you are required to pay to us for the services.

You understand that we may disconnect this service for non-payment of the service and/or the rent. In the event we disconnect the service, a reconnection fee of **\$50.00** will be assessed.


This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any addendum to the Lease.

The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

Resident or Residents (all sign below)

Owners(s) Representative (signing on behalf of owner(s))

DocuSigned by:

 Resident Signature

DocuSigned by:

 Agent for Owner Signature

10/15/2021

Date

Resident Signature

Resident Signature

Resident Signature

Cavalier at 100

Resident ledger - as of Property date: 03/16/2022

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	03/04/2022			LATEFEE	March late fees			\$150.00		\$10171.11
02206	03/01/2022	032022		RENTINS	Renters Insurance Charges			\$75.00		\$10021.11
02206	03/01/2022	032022		RENT	Rent			\$1570.00		\$9946.11
02206	03/01/2022	032022		PESTCTRL	Pest Control			\$10.00		\$8376.11
02206	03/01/2022	032022		VALET	Valet Trash			\$25.00		\$8366.11
02206	03/01/2022	032022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$8341.11
02206	03/01/2022	032022		CABLE	Technology Package Charges			\$99.00		\$8271.11
02206	03/01/2022	032022		TRASH	Trash Removal			\$10.00		\$8172.11
02206	03/01/2022	032022		PACKAGE	Package Locker Fee			\$5.00		\$8162.11
02206	02/28/2022	032022		CREDITRPT	RentPlus Credit Reporting - 01/01/22-01/31/22	4044502282202022124		\$8.95		\$8157.11
02206	02/04/2022			LATEFEE	February late fees			\$150.00		\$8148.16
02206	02/01/2022	022022		RENTINS	Renters Insurance Charges			\$75.00		\$7998.16
02206	02/01/2022	022022		RENT	Rent			\$1570.00		\$7923.16
02206	02/01/2022	022022		PESTCTRL	Pest Control			\$10.00		\$6353.16
02206	02/01/2022	022022		VALET	Valet Trash			\$25.00		\$6343.16
02206	02/01/2022	022022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$6318.16
02206	02/01/2022	022022		CABLE	Technology Package Charges			\$99.00		\$6248.16
02206	02/01/2022	022022		TRASH	Trash Removal			\$10.00		\$6149.16
02206	02/01/2022	022022		PACKAGE	Package Locker Fee			\$5.00		\$6139.16
02206	01/28/2022	022022		CREDITRPT	RentPlus Credit Reporting - 12/01/21-12/31/21	4044501282202084124		\$8.95		\$6134.16
02206	01/04/2022			LATEFEE	January late fees			\$150.00		\$6125.21
02206	01/01/2022	012022		RENTINS	Renters Insurance Charges			\$75.00		\$5975.21
02206	01/01/2022	012022		RENT	Rent			\$1570.00		\$5900.21
02206	01/01/2022	012022		PESTCTRL	Pest Control			\$10.00		\$4330.21
02206	01/01/2022	012022		VALET	Valet Trash			\$25.00		\$4320.21
02206	01/01/2022	012022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$4295.21
02206	01/01/2022	012022		CABLE	Technology Package Charges			\$99.00		\$4225.21
02206	01/01/2022	012022		TRASH	Trash Removal			\$10.00		\$4126.21
02206	01/01/2022	012022		PACKAGE	Package Locker Fee			\$5.00		\$4116.21
02206	12/28/2021	012022		CREDITRPT	RentPlus Credit Reporting - 11/01/21-11/30/21	4044512282102084322		\$8.95		\$4111.21
02206	12/04/2021			LATEFEE	December late fees			\$150.00		\$4102.26
02206	12/01/2021	122021		RENTINS	Renters Insurance Charges			\$75.00		\$3952.26
02206	12/01/2021	122021		RENT	Rent			\$1570.00		\$3877.26
02206	12/01/2021	122021		PESTCTRL	Pest Control			\$10.00		\$2307.26
02206	12/01/2021	122021		VALET	Valet Trash			\$25.00		\$2297.26
02206	12/01/2021	122021		WATER/SEWER	Water/Sewer Charge			\$70.00		\$2272.26
02206	12/01/2021	122021		CABLE	Technology Package Charges			\$99.00		\$2202.26
02206	12/01/2021	122021		TRASH	Trash Removal			\$10.00		\$2103.26
02206	12/01/2021	122021		PACKAGE	Package Locker Fee			\$5.00		\$2093.26
02206	11/24/2021	122021		ATTRNY	Attorney Or Legal Charges - [REDACTED]			\$300.00		\$2088.26
02206	11/15/2021	112021		RENT	Rent			\$837.33		\$1788.26
02206	11/15/2021	112021		PESTCTRL	Pest Control			\$5.33		\$950.93
02206	11/15/2021	112021		TRASH	Trash Removal			\$5.33		\$945.60
Balance										\$10,171.11

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	11/15/2021	112021		VALET	Valet Trash			\$13.33		\$940.27
02206	11/15/2021	112021		WATER/SEWER	Water/Sewer Charge			\$37.33		\$926.94
02206	11/15/2021	112021		CABLE	Technology Package Charges			\$52.80		\$889.61
02206	11/15/2021	112021		PACKAGE	Package Locker Fee			\$2.67		\$836.81
02206	11/04/2021			LATEFEE	November late fees			\$150.00		\$834.14
02206	11/01/2021	112021		RENT	Rent			\$637.00		\$684.14
02206	11/01/2021	112021		PESTCTRL	Pest Control			\$3.27		\$47.14
02206	11/01/2021	112021		WATER/SEWER	Water/Sewer Charge			\$26.60		\$43.87
02206	11/01/2021	112021		VALET	Valet Trash			\$11.67		\$17.27
02206	11/01/2021	112021		TRASH	Trash Removal			\$3.27		\$5.60
02206	11/01/2021	112021		PACKAGE	Package Locker Fee			\$2.33		\$2.33
02206	10/10/2021	102021	445	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	S1F0QZ1NLA2			\$1616.00	\$0.00
02206	10/04/2021			LATEFEE	October late fees			\$150.00		\$1616.00
02206	10/01/2021	102021		RENT	Rent			\$1365.00		\$1466.00
02206	10/01/2021	102021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	10/01/2021	102021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	10/01/2021	102021		VALET	Valet Trash			\$25.00		\$37.00
02206	10/01/2021	102021		TRASH	Trash Removal			\$7.00		\$12.00
02206	10/01/2021	102021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	09/03/2021	092021	418	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	GFPK3LYMLA4			\$1466.00	\$0.00
02206	09/01/2021	092021		RENT	Rent			\$1365.00		\$1466.00
02206	09/01/2021	092021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	09/01/2021	092021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	09/01/2021	092021		VALET	Valet Trash			\$25.00		\$37.00
02206	09/01/2021	092021		TRASH	Trash Removal			\$7.00		\$12.00
02206	09/01/2021	092021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	08/03/2021	082021	417	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	D4D6J5VMLA5			\$1466.00	\$0.00
02206	08/01/2021	082021		RENT	Rent			\$1365.00		\$1466.00
02206	08/01/2021	082021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	08/01/2021	082021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	08/01/2021	082021		VALET	Valet Trash			\$25.00		\$37.00
02206	08/01/2021	082021		TRASH	Trash Removal			\$7.00		\$12.00
02206	08/01/2021	082021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	07/01/2021	072021		RENT	Rent			\$1365.00		\$0.00
02206	07/01/2021	072021		PESTCTRL	Pest Control			\$7.00		\$-1365.00
02206	07/01/2021	072021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$-1372.00
02206	07/01/2021	072021		VALET	Valet Trash			\$25.00		\$-1429.00
02206	07/01/2021	072021		TRASH	Trash Removal			\$7.00		\$-1454.00
02206	07/01/2021	072021		PACKAGE	Package Locker Fee			\$5.00		\$-1461.00
02206	06/15/2021	062021	448	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	M89Q0SQMMA1			\$1466.00	\$-1466.00
02206	06/01/2021	062021	431	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	CFX3J1NMLA8			\$1466.00	\$0.00
02206	06/01/2021	062021		RENT	Rent			\$1365.00		\$1466.00
02206	06/01/2021	062021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	06/01/2021	062021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	06/01/2021	062021		VALET	Valet Trash			\$25.00		\$37.00
02206	06/01/2021	062021		TRASH	Trash Removal			\$7.00		\$12.00
02206	06/01/2021	062021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	05/02/2021	052021	418	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	B47V00LMLA7			\$1466.00	\$0.00
Balance										\$10,171.11

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	05/01/2021	052021		RENT	Rent			\$1365.00		\$1466.00
02206	05/01/2021	052021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	05/01/2021	052021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	05/01/2021	052021		VALET	Valet Trash			\$25.00		\$37.00
02206	05/01/2021	052021		TRASH	Trash Removal			\$7.00		\$12.00
02206	05/01/2021	052021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	04/01/2021	042021		RENT	Rent			\$1365.00		\$0.00
02206	04/01/2021	042021		PESTCTRL	Pest Control			\$7.00		\$-1365.00
02206	04/01/2021	042021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$-1372.00
02206	04/01/2021	042021		VALET	Valet Trash			\$25.00		\$-1429.00
02206	04/01/2021	042021		TRASH	Trash Removal			\$7.00		\$-1454.00
02206	04/01/2021	042021		PACKAGE	Package Locker Fee			\$5.00		\$-1461.00
02206	03/15/2021	032021	445	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	D6844WCMLA5			\$1466.00	\$-1466.00
02206	03/01/2021	032021	412	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	057F1WCMLA4			\$1466.00	\$0.00
02206	03/01/2021	032021		RENT	Rent			\$1365.00		\$1466.00
02206	03/01/2021	032021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	03/01/2021	032021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	03/01/2021	032021		VALET	Valet Trash			\$25.00		\$37.00
02206	03/01/2021	032021		TRASH	Trash Removal			\$7.00		\$12.00
02206	03/01/2021	032021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	02/03/2021	022021	425	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	VRX8J49MLA2			\$1466.00	\$0.00
02206	02/01/2021	022021		RENT	Rent			\$1365.00		\$1466.00
02206	02/01/2021	022021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	02/01/2021	022021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	02/01/2021	022021		VALET	Valet Trash			\$25.00		\$37.00
02206	02/01/2021	022021		TRASH	Trash Removal			\$7.00		\$12.00
02206	02/01/2021	022021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	01/05/2021	012021	424	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	CNDGLS6MLA8			\$1616.00	\$0.00
02206	01/04/2021			LATEFEE	January late fees			\$150.00		\$1616.00
02206	01/01/2021	012021		RENT	Rent			\$1365.00		\$1466.00
02206	01/01/2021	012021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	01/01/2021	012021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	01/01/2021	012021		VALET	Valet Trash			\$25.00		\$37.00
02206	01/01/2021	012021		TRASH	Trash Removal			\$7.00		\$12.00
02206	01/01/2021	012021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	12/01/2020	122020		RENT	Rent			\$1365.00		\$0.00
02206	12/01/2020	122020		PESTCTRL	Pest Control			\$7.00		\$-1365.00
02206	12/01/2020	122020		WATER/SEWER	Water/Sewer Charge			\$57.00		\$-1372.00
02206	12/01/2020	122020		VALET	Valet Trash			\$25.00		\$-1429.00
02206	12/01/2020	122020		TRASH	Trash Removal			\$7.00		\$-1454.00
02206	12/01/2020	122020		PACKAGE	Package Locker Fee			\$5.00		\$-1461.00
02206	11/30/2020	122020	416	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	RVVZ5B2MLA7			\$21.74	\$-1466.00
02206	11/14/2020	112020		RENT	Rent			\$773.50		\$-1444.26
02206	11/14/2020	112020		APPROVAL	Approval Fee			\$200.00		\$-2217.76
02206	11/14/2020	112020		PESTCTRL	Pest Control			\$3.97		\$-2417.76
02206	11/14/2020	112020		WATER/SEWER	Water/Sewer Charge			\$32.30		\$-2421.73
02206	11/14/2020	112020		TRASH	Trash Removal			\$3.97		\$-2454.03
02206	11/14/2020	112020		VALET	Valet Trash			\$14.17		\$-2458.00
02206	11/14/2020	112020		UTILITYFEE	Utility Fee			\$25.00		\$-2472.17
02206	11/14/2020	112020		PACKAGE	Package Locker Fee			\$2.83		\$-2497.17
Balance										\$10,171.11

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002901			\$1000.00	\$-2500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002902			\$1000.00	\$-1500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002903			\$500.00	\$-500.00
02206	10/12/2020	102020		APPROVAL	Screening Additional Fee			\$300.00		\$0.00
02206	10/12/2020	102020		APPFEE	Online Application Fee			\$50.00		\$-300.00
02206	10/12/2020	102020		ADMINFEE	Online Admin/Move In Fee			\$175.00		\$-350.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	N8G14WWLLA1			\$300.00	\$-525.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	S6HN4WWLLA8			\$225.00	\$-225.00
Balance										\$10,171.11