



BRIDGING INTERESTS LLC

859 Custer Street - Hapeville, Georgia 30354
404-669-6308 - bridginginterestsllc@gmail.com

Sample Lease

This is the form of rental agreement Bridging Interests uses at every home, with the property-specific terms left blank. It is published so you can read it before you apply.

This sample is not a contract and is not an offer. Only the lease you sign for a specific home, with that home's terms filled in, has any effect. Special stipulations are added per property and per HOA, so your lease will have terms this sample does not show.

STANDARD REAL ESTATE RENTAL AGREEMENT

This Agreement made this _____ day of _____ is between **BRIDGING INTERESTS, LLC**, hereinafter referred to as "Management" and _____ hereinafter referred to as "Resident". Management rents to Resident, and Resident rents from Management, property located at: _____, the full legal description of which is the same as recorded with the Clerk of the Superior Court of _____ **COUNTY, GEORGIA**, and is made a part hereof by reference (hereinafter referred to as the "Property"), under the following terms and conditions.

1. TERM: The initial term of this Agreement shall be for _____ (_____) **MONTHS** beginning on the _____ day of _____, and terminating at **12 NOON** on the _____ day of _____.

2. POSSESSION: Should Management be unable to deliver possession of the Property at the commencement of this Agreement, Management shall not be liable for damages caused thereby, nor shall this agreement be void or voidable, but Resident shall not be liable for any rent until possession is delivered. Resident may terminate this Agreement if possession is not delivered within seven (7) days of the start of the term hereof. As long as premises are habitable, Resident may not unreasonably refuse to occupy.

3. RENT: Rent is payable monthly **IN ADVANCE** without notice or demand at the rate of _____ (\$ _____) per month, on the **1ST** day of each and every month during the initial or any extended term of this Agreement, and shall be annually adjusted. Unless otherwise notified in writing, the monthly rental payment shall increase annually by ten percent (10%) payable monthly beginning the month following the initial term and adjusting annually thereafter. Rental payments shall be made online at the Management's property website (<http://bi.managebuilding.com>) or a cash only payment may be made at **859 CUSTER STREET, HAPEVILLE, GA 30354**. **Management does not accept checks.** If Resident chooses to mail the rent, the Resident agrees to pay a **FIFTY DOLLAR (\$50.00)** processing fee.

4. LATE FEE: If the rent, and any previous balance due, is not received and accepted on or before the _____ **TH** day of the month, a **TEN PERCENT (10.0%)** fee will be applied based on the outstanding balance.

5. ADDITIONAL RENT: In the event collection of past due rent must be made by the Management at the Property location, the Resident agrees to pay a **FIFTY DOLLAR (\$50.00)** collection fee as additional rent for each such attempted collection.



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5A. RETURNED PAYMENTS: If any payment tendered by Resident -- whether by electronic funds transfer, ACH debit, online payment, money order, or any other means -- is returned, reversed, declined, or otherwise not honored for insufficient or uncollected funds, a closed, frozen or invalid account, a stop payment, or any other cause attributable to Resident, the Resident agrees to pay a **FIFTY DOLLAR (\$50.00)** returned payment fee as additional rent for each such returned payment. Rent so returned shall be deemed unpaid as of its original due date, and the **LATE FEE** provided in Paragraph 4 shall apply as though no payment had been tendered. After two (2) returned payments within any twelve (12) month period, Management may require that all further payments be made by certified funds, money order, or cash.

6. SECURITY DEPOSIT: Resident agrees to pay a security deposit of _____ (\$_____) to Management before taking possession of the property to secure the Resident's faithful performance of the conditions of this agreement. Pursuant to O.C.G.A. Section 34-6-8, Management is providing written notice that the security deposit is NOT held in an escrow account. Resident will be paid for cleaning and repairs pursuant to agreement as offered by Management, payment shall be made within thirty (30) days after all occupants, provided, have vacated property:

- (a) Lease term has expired or agreement has been terminated by both parties; and
- (b) All monies due Management by Resident have been paid; and
- (c) Property is not damaged and is left in its original condition, normal wear and tear excepted; and
- (d) Carpets, walls, floors, appliances, bathroom fixtures and other areas of the house have been cleaned and are ready for the new Resident. Resident shall provide proof that the carpets were professionally cleaned; and professionally treated for ticks and fleas, if detected or if pets were present; and
- (e) Yard and shrubbery are neatly trimmed and leaves, trash and other debris have been removed from premises; and
- (f) Written notice to vacate has been given Management at least 60 days prior to vacating; and
- (g) Resident has returned all keys to Management; and
- (h) Resident has given Management his/her forwarding address; and
- (i) Resident has paid all final bills on all utilities that have been his/her responsibility under this Agreement.

Fee may be applied by Management to satisfy all or part of Resident's obligations, but such act shall not prevent Management from claiming damages in excess of the fee. Resident agrees to pay Management eighteen percent (18%) per annum on the unpaid balance of any charges for rent, repairs or any other damages sustained by Management under the terms of this Agreement, that are not covered by the performance fee and that are not paid within seven (7) days after vacating premises. Regardless of amount of fee paid, Resident agrees to perform as outlined herein.

RESIDENT AGREES NOT TO APPLY ANY PREVIOUSLY PAID SECURITY DEPOSIT TO ANY RENT PAYMENT. Resident understands that management is *required* to pursue collection on any expenses created by Resident's non-compliance with this agreement.

7. EARLY RELEASE AND/OR RETURN OF PROPERTY: Resident may be released from the obligation to pay the rents contained herein, *as of the last day of a rental month*, before the expiration of the initial term or any extensions by:

- (a) Giving Management a minimum of sixty (60) days *written* notice, plus



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- **(b)** Paying all monies due through date of release, plus
- **(c)** Paying an amount equal to **one month's rent** as a release fee, plus
- **(d)** Returning Property in a clean, undamaged ready-to-rent condition as follows:
 - **(i)** Carpets, walls, floors, appliances, bathroom fixtures and other areas of the house have been cleaned and are ready for the new Resident. Resident shall provide proof that the carpets were professionally cleaned; and, if pets allowed, professionally treated for ticks and fleas.
 - **(ii)** Yard and shrubbery are neatly trimmed and leaves, trash and other debris have been removed from premises.
 - **(iii)** Resident has returned all keys to Management.
 - **(iv)** Resident has given Management his/her forwarding address.
 - **(v)** Resident has paid all final bills on all utilities that have been his/her responsibility under this Agreement. Management shall claim damages for any charges for rent, repairs or any other damages sustained by Management under the terms of this Agreement. These shall be paid within seven (7) days after vacating premises. If not paid as stated herein, Resident agrees to pay Management eighteen percent (18%) per annum.

8. CONDITION: Resident accepts Property in its present "**AS-IS**" condition and acknowledges that Resident has received a list of any existing damages to Property, been given the right to inspect same, and has approved said list except as previously specified in writing to Management. Resident acknowledges receipt of the "Move-In Inspection Form" and accepts the responsibility to complete said form within seven (7) days of taking possession and return a completed, signed copy to Management. Failure to do so shall be Resident's acknowledgment that Property is in perfect condition in every particular and that any damages, including breakage, burns and wear not shown shall be Resident's responsibility and expense.

9. MAINTENANCE, REPAIRS: Resident acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Resident shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner, including all equipment and appliances therein and shall surrender the same, at the termination hereof, in as good condition as received, normal wear and tear excepted. Resident shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Resident shall mow, irrigate and maintain any surrounding grounds, including lawns, shrubbery and gutters, and keep the same clear of rubbish, trash, weeds or leaves if such grounds are part of the Property and are available for the use of Resident. Should Resident fail to do so, Management, after attempting to notify Resident, may, but is not required to, maintain lawns and/or shrubbery by using a professional yard maintenance company. Resident agrees to pay the cost of any such yard maintenance as additional rent.

10. APPLIANCES: All appliances of any kind including window air conditioners are specifically excluded from this Agreement. Such appliances remain as a convenience to Resident and Management assumes no responsibility for their operation. No part of the monthly rent is attributable to them. Resident shall return any appliance on premises at the signing of this Agreement upon move-out in the same condition as at the signing of this Agreement.

11. ALTERATIONS: Resident shall not make, or allow to be made, any alterations, installations, repairs or redecoration of any kind to the Property without prior written permission of Management, provided, however, that notwithstanding such consent, Resident agrees that all alterations including, without limitation, any items



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affixed to the Property, shall become the property of Management upon the termination of this Agreement. This includes, but is not limited to, ceiling fans, mini blinds, carpeting, fencing, lighting fixtures, shrubs, flowers, etc. Removal of these items shall be considered theft subject to civil and criminal prosecution.

12. USE: The Property shall be used for Residential purposes only and shall be occupied by the undersigned _____ (_____) adults and their _____ (_____) children as named in the original application to rent, *only*. Occupancy by guests staying over 14 days will be considered in violation of this agreement and additional monthly rent of \$100.00 per person shall be due, chargeable from the beginning date of this Agreement, unless prior written consent is given by Management. The Property shall be used so as to comply with all state, county, and municipal laws and ordinances and shall be kept in a clean and orderly condition. Resident shall not use the Property or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with neighbors. Resident shall be responsible and fully liable for the conduct of his/her guests. Acts of guests in violation of this Agreement or Management's rules and regulations may be deemed by Management to be a breach by Resident.

13. SMOKE/CO2 DETECTORS: Resident acknowledges the presence of a working smoke/carbon monoxide detector in the premises, and agrees to test the detector weekly for proper operation, and further agrees to replace any batteries (if so equipped) when necessary. Resident further acknowledges that he/she understands how to test and operate the all detectors in this Property. Resident also agrees to repair or replace any inoperative detectors immediately should it fail to operate properly during any test.

14. RULES AND REGULATIONS:

- **(a) Locks and Burglar Alarms:** Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Property without written permission of Management. If the addition or changing of such lock is permitted, it is mandatory that Resident shall immediately provide Management with keys to such locks. Resident is prohibited from installing a burglar alarm, changing or in any way altering any existing burglar alarm installed on the Property without written permission of Management. If the installation or changing of such burglar alarm is permitted, it is mandatory that Resident shall immediately provide Management with all codes to such burglar alarm. Resident agrees that Management is not liable for any unauthorized entry into dwelling of any kind whatsoever.
- **(b) Utilities:** Resident is responsible for payment of all utilities, to include water, sewage, garbage collection, cable TV, electricity, gas, local telephone service; even if the bills remain in Management's name. Failing to pay the utility bills will be interpreted as a default and a violation of this Agreement. Any installation costs are the responsibility of Resident. Any wall jacks, telephone or cable installation shall remain with the Property.
- **(c) Telephones:** Resident must supply Management with home/cell and work telephone numbers immediately and agrees to immediately notify Management of any change of numbers during the term of this Agreement.
- **(d) Storage:** No goods or materials of any kind or description, which are combustible or would increase fire risk, shall be stored on the Property. Any storage shall be at Resident's risk and expense, Management shall not be responsible for any loss or damage.
- **(e) Walls:** No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork, or any part of the Property.



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- **(f) GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE:** Resident agrees to keep the Property in a clean and sanitary condition, and to remove any trash or rubbish as it accumulates.
- **(g) Pest control:** Resident agrees to provide pest control as needed. Any infestation shall constitute a default of this Agreement.
- **(h) Furnace maintenance:** Resident shall change furnace filter(s) monthly during the heating/cooling season.
- **(i) Smoke/CO2 detector:** Resident shall keep smoke/carbon monoxide detector(s) and fire extinguisher (if provided) in working order including replacing the battery as needed. Resident accepts any liability associated with the use and upkeep of all such devices and understands how to and agrees to test same.
- **(j) Kerosene Heaters and Appliances:** Resident agrees not to use any form of Kerosene space heater in the dwelling.
- **(k) Water beds:** Resident shall not have or keep any waterbed in the dwelling without prior written permission of Management. A condition of approval is a waterbed insurance policy paid by Resident with Management listed as loss payee.
- **(l) Vehicles:** Vehicles shall **NOT** be parked on lawn at any time. Non-operative vehicles are not permitted on Property. Management, at the expense of Resident, may remove any such non-operative vehicle for storage for public or private sale, at Management's option, and Resident shall have no right of recourse against Management thereafter.
- **(m) Yard care:** Resident will be responsible for maintaining the lawn, bushes, and trees in a neat and attractive manner. If not cared for, Management has the right to have this done professionally and Resident herewith agrees to pay the cost for same.
- **(n) Gutters:** Resident shall have gutters cleaned each fall or as needed.
- **(o) Basements:** Management in no way warrants any basement against any leakage of any kind at any time.
- **(p) Septic:** If residence has septic tank, resident shall not abuse system; do not deposit tobacco, coffee grounds or unnecessary food or other wastes or materials, including diapers and sanitary napkins, down sinks or commodes. Resident shall regularly add septic tank treatment, available at home supply stores, to the system to keep it operating properly and efficiently. Resident is prohibited from adding a garbage disposal to any house with a septic system.

15. PETS: No pets, birds, fish, or other animals of any kind, permanent or visiting, indoor or outdoor, shall be permitted on the property without prior written consent of Management. Any such pets, if allowed, requires the payment of a **non-refundable pet fee of \$600.00 per pet, plus additional rent of \$_____ per pet per month** (this amount may not be included in paragraph 3 above). In no instance will more than two (2) pets be allowed. Authorized pets must be listed below. By this listing, Resident agrees to be fully liable for damages and injuries to property and/or people, which might be caused by pets. Resident agrees that if said pets should at any time become annoying, bothersome, or in any way a nuisance to neighbors, Resident will, upon notice of Management, immediately remove said pets from the premises. Any unauthorized pets found on the premises shall be removed by Resident and above stated pet fees, retroactively to the date of this Agreement, shall be paid immediately to Management. *Only the pets listed herein are authorized on premises (name(s) and description(s)):* _____



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16. PROPERTY LOSS & LIABILITY: Management shall not be liable for damage, theft, vandalism, or other loss of any kind to Resident's personal property or the personal property of Resident's family members or guests. Management shall not be responsible or liable for any injury, loss or damage to any person or property of Resident or any other person.

17. RENTERS INSURANCE: Resident agrees to purchase comprehensive insurance, known as a Renter's Insurance Policy, against all perils, including but not limited to insurance on personal property or property of other persons from protection of loss due to or caused by theft, vandalism, bursting or breaking pipes, by or from fire, windstorm, hail, flooding, leakage, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the Property. Said policy shall include liability coverage of \$300,000.00 minimum.

18. LEAD AND/OR ASBESTOS CONTAINING MATERIALS: If Property was constructed prior to 1980 it may contain lead and/or asbestos containing materials. This shall serve as constructive notice that this Property was constructed in approximately _____. Resident may have Property tested for lead and/or asbestos levels prior to occupancy. Should Resident determine that the levels of lead or asbestos are unacceptable to Resident, Resident may void this Agreement prior to taking possession of Property, but not later than three (3) days after entering into this Agreement with Management.

19. NO ASSIGNMENT OR SUBLETTING: Continued occupancy of the premises is a requirement. Resident may not sub-let Property or assign this Agreement without the prior written consent of Management. Any subletting, if granted, shall not release Resident from their obligations outlined herein.

20. FIRE: If the Property is made uninhabitable by fire or other casualty, not the fault of Resident, this Agreement shall be voidable by either party.

21. HOLDING OVER: Should the Resident hold over on the Property after expiration of the term of this Agreement and with the consent of Management, the possession shall not be construed as a renewal for the same term, but shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable, and Rental Rate shall be charged at a rate 50% higher than the Rental Rate as contained in Paragraph 3 hereinabove. There shall be no renewal of this Agreement by operation of law.

22. RIGHT OF ACCESS: Management may enter the Property after providing 24 hours written notice to Resident during normal business hours for inspection, maintenance, repairs, and to show the property to prospective tenants. In case of emergency (fire, flood, gas leak, etc.), Management may enter without notice. If locks are changed without providing Management a key, Management shall contact Resident to regain access. If access is still denied, Management will pursue eviction through proper dispossessory warrant process per O.C.G.A. Section 34-6-1 et seq. Resident will be liable for all costs including attorney's fees. If Resident denies Management reasonable access for showings, repairs, or inspections after proper 24-hour written notice, Resident shall reimburse actual costs incurred by Management (up to \$100 per incident for rescheduled showings/inspections).

23. DEFAULT BY RESIDENT: Should Resident fail to pay any rent or other charges as and when due hereunder, or if Resident abandons the property or fails to perform any of its obligations hereunder, Management, at its option, may terminate all rights of Resident hereunder, unless Resident, within 24 hours after notice thereof, shall cure such default. If Resident abandons or vacates the Property, while in default of the payment of rent, Management may consider any property left on the Property to be abandoned and may dispose of same in any manner allowed by law, without responsibility or liability therefore. All personal property at the



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Property is hereby subject to a lien in favor of Management for payment of all sums due hereunder, to the maximum extent under law. If any facts contained in Resident's application are untrue or misleading, then, upon the happening of any of said events, Resident shall be in default hereunder and Management may, at its option, immediately terminate this Agreement by written notice to Resident. In the event of a default by Resident, Management may elect to **(i)** continue this Agreement and enforce all of Management's rights and remedies hereunder, including the right to recover the rent as it comes due, or **(ii)** at any time, terminate all of Resident's rights hereunder and recover from Resident all damages Management may incur by reason of the breach of this Agreement, including the cost of recovering the Property, and including the worth at the time of termination, or at the time of an award should a suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Resident proves could be reasonably avoided.

24. ABANDONMENT: Anytime the Property is left unoccupied for more than seven (7) days while rent remains unpaid without notice to Management, Management may consider the Property abandoned. Management may, at its option, declare this Agreement forfeited and re-rent said premises without any liability whatsoever. Resident shall be obligated to pay Management based on the balance of this Agreement, or the early termination requirement, whichever is greater. If Resident removes or attempts to remove any personal property from the premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, Management shall have the right, without notice, to obtain an injunction to stop removal as Management has an attachment interest in the personal belongings of the non-paying Resident. Management shall also have the right to remove, store or dispose of any of Resident's personal property remaining on the premises after the termination of this agreement. Any such personal property shall be considered Management's property, and title thereto shall vest in Management.

25. CROSS DEFAULT: If Resident has entered into any other agreements concerning Property and Resident defaults on any provisions of those agreements, then this Agreement shall also be considered in default and, at the option of Management, this Agreement may be voided.

26. EVICTION: If rent has not been paid when due, then Management shall automatically and immediately have the right to assert all legal and contractual remedies to enforce this Agreement and, without limitation to any other remedy, may take out a Dispossessory Warrant and have Resident and any other occupants and all possessions evicted and removed from Property. Should Resident answer said Dispossessory Warrant, Resident hereby agrees to pay into the registry of the trial court all monies contained on said Dispossessory Warrant plus all rents due through the court date. Resident is hereby advised that if such action is necessary, a judgment may be rendered against Resident for full damages including rent, eviction costs, and any additional costs. Resident shall also be responsible for the early termination fees as contained in paragraph 7 of this Agreement. If said costs are not paid as ordered, monies may be collected through garnishment against wages and judgments may be recorded with credit bureaus and may be assigned to a collection agency for collection with said costs of collection being the responsibility of Resident. **There will be a THREE HUNDRED (\$300.00) DOLLAR administration fee each time an eviction is filed.**

27. FAILURE OF MANAGEMENT TO ACT: Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation, nor shall any acceptance of a partial payment of rent be deemed a waiver of Management's right to full amount.

28. REMEDIES CUMULATIVE: All remedies under this Agreement or by law or equity shall be cumulative. In the event that either Management or Resident brings legal action to enforce the terms hereof or relating to the



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rental Property, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees. In the event a collection agency becomes necessary to collect any accounts due on this Agreement, Resident agrees to pay said commission. If any term or provision of this Agreement or application thereof to any person shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

29. NO ESTATE IN LAND: This Agreement shall create the relationship of landlord and tenant between Management and Resident; no estate shall pass out of Management; Resident has only a usufruct and not an estate for years.

30. MORTGAGEE'S RIGHTS: Resident's rights under this Agreement shall be subject to any bona fide mortgage or deed to secure debt, which is now or shall hereafter be placed on Property.

31. MANAGEMENT'S PERMISSION OR CONSENT: If any provision of this Agreement requires the written permission or consent of Management as a condition to any act of Resident, such written permission or consent may be granted or withheld in the sole discretion of Management and/or may contain such conditions as Management deems appropriate and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Management to Resident may be modified, revoked, or withdrawn by Management at any time, at Management's sole discretion, upon written notice to Resident.

32. NOTICES: Any notice required by this Agreement, except as otherwise set forth shall be in writing and shall be deemed to be given if delivered personally or mailed via first class mail.

- (a) If to Resident, to the Property or the last known address of Resident;
- (b) If to Management, to the address:

BRIDGING INTERESTS, LLC 859 CUSTER STREET HAPEVILLE, GA 30354

33. ACCURACY AND RESPONSIBILITY: Management has relied upon the information contained in Resident's application to enter into this Agreement. Resident warrants that their rental application is true, complete and accurate. Resident agrees that if he/she has falsified any statement in the rental application, Management has the right to terminate this Rental Agreement immediately and further agrees that Management shall be entitled to retain any performance fee and any prepaid rents as fair and just liquidated damages. Resident further agrees in the event Management exercises its option to terminate this Rental Agreement, he/she will remove him/herself, family and possessions from the Property within 24 hours of notification by Management. Resident further agrees to indemnify Management for any damages to Property including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set-off" for the performance fee and prepaid rents which shall be forfeited as fair and just liquidated damages. It is expressly understood that this Agreement is between Management and each Resident, whom shall always be jointly and severally liable for the performance of every agreement and promise made herein. In the event of default by any one Resident, each and every remaining Resident shall be responsible for timely payment of full rent and all other provisions of this Agreement.

34. INDEMNIFICATION: Management shall not be liable for any damage or injury to Resident, or any other person, or to any property, occurring on the Property, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Management, his agents, or his



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employees. Resident does hereby indemnify, release, and save harmless Management and Management agents from and against any and all suits, actions, claims, judgments, and expenses arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this Agreement or the use of this Property and premises.

35. GOVERNING LAW: This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with applicable state law. Any and all claims, controversies or disputes arising out of or relating to this Agreement, or the breach thereof, which remain unresolved after direct negotiations between the Parties, shall first be submitted to confidential mediation in accordance with the rules, procedures, and protocols for mediation of disputes of applicable state law then in effect EXCEPT FOR EVICTION PROCEEDINGS, which shall be resolved through Georgia Superior Court dispossessionary warrant process per O.C.G.A. Section 34-6-2. If any issues, claims or disputes remain unresolved after mediation concludes, the Parties agree to submit any such issues to binding arbitration before one/three arbitrator(s) in accordance with the rules, procedures, and protocols for arbitration of disputes of applicable state law then in effect. The parties further agree that the award of the arbitrator(s) is binding upon the Parties, that all expenses of such mediation and arbitration shall be borne by the losing Party and that any judgment upon the award rendered may be entered into any court of competent jurisdiction.

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

37. GENDER: All references to Resident herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context of this Agreement may require.

38. ENTIRE AGREEMENT: This Agreement and any attached addendum constitutes the sole and entire Agreement between the parties and no representation, promise, or inducement not included in this Agreement, oral or written, shall be binding upon any party hereto.

39. SPECIAL STIPULATIONS: The following stipulations shall control in the event of conflict with any of the foregoing:

- **A. RESIDENT AGREES THIS IS A NON-SMOKING PROPERTY. IF IT IS DETERMINED THAT SMOKING IS OCCURRING INSIDE THE PROPERTY, THEN THE RENTAL AGREEMENT WILL IMMEDIATELY BE VOIDED AND RESIDENT WILL LOSE SECURITY DEPOSIT.**
- **B. RESIDENT AGREES TO PROPERTY INSPECTIONS AND WALKTHROUGHS TO OCCUR EVERY SIX (6) MONTHS.**
- **C. RESIDENT AGREES IF PROPERTY IS LOCATED WITHIN A HOMEOWNERS ASSOCIATION. RESIDENT AGREES TO FOLLOW ALL RULES AND BYLAWS OF THE ASSOCIATION AND AGREES TO PAY FOR ANY VIOLATIONS THAT ARE CHARGED TO RESIDENT BY HOMEOWNERS ASSOCIATION.**
- **D. ON MOVEOUT, RESIDENT IS RESPONSIBLE FOR A \$75.00 FEE TO CHANGE OUT THE LOCKS. IF NOT PAID WILL BE TAKEN FROM SECURITY DEPOSIT.**
- *(additional stipulations as applicable)*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year above written. If all the Residents named herein and/or on rental application



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do not sign this Agreement, the one(s) signing warrants that he or she has the authority and is acting as agent to sign for the other.

The signature block is omitted from this sample. The lease you sign is executed in the resident portal.

EXHIBIT A - REPAIR CHECKLIST

Resident Damage/Repair and Service Minimum Charges

The tenant, intending to be legally bound, agrees that this Charge List shall be part of the Lease:

- Re-inspection due to tenant violation \$50.00 for 1st re-inspection and \$75 each thereafter
- Replace missing smoke detector \$50.00 each
- Replace missing pool access card(s) \$50.00 each
- Replace missing garage door opener \$100.00 each
- Replace missing smoke detector battery \$10.00 each
- Replace light bulbs \$5.00 each
- Replace, re-string, or re-hang window blinds \$45.00 each
- Replace lost key (apartment, mailbox, dumpster, or laundry room) \$50.00 each
- Replace missing or damaged interior door \$500 each
- Replace missing or damaged exterior door \$750 each
- Parking permit \$50.00 each
- Re-key property (keys not returned at move-out) \$175.00 per door
- Replace HVAC air filter \$75.00
- Broken double pane window \$500.00 each + labor
- Missing or broken screen(s) \$60.00 each
- Debris or trash clean-up \$600.00
- Carpet cleaning \$150.00 per room
- Room cleaning \$50.00 per room
- Nail hole spackling and painting \$10.00 each
- Clean oven or refrigerator \$100.00 each
- Cutting Grass \$100
- Extermination for pest infestation \$350 per treatment required
- Carpet Replacement market price plus labor at time of installation
- Unauthorized Pets \$600.00 for 1st pet and \$650.00 for each additional pet
- Repairs & Replacements Material cost, plus labor @ \$75/hour + 20% administrative fee



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The above costs are minimum fees. A 20% administrative fee will be added to all charges. This list is not intended to be exhaustive and the charge for repairs not included on this list shall be determined at the time of repair. Charges subject to change. **Returned payments are governed by Paragraph 5A of the Agreement.**

My signature below signifies my agreement that this charge list is part of my rental agreement:

The signature block is omitted from this sample. The lease you sign is executed in the resident portal.

SAMPLE