RENTAL AGREEMENT

DATE:					
PROPERTY ADDRESS:					
MANAGEMENT: Conscience	e Bay LLC				
RESIDENTS:					
APPLIANCES:					
INITIAL TERM: 12 MONTHS					
BEGINNING DATE:					
TERMINATION DATE:					
MONTHLY RENTAL:	*\$100 discount when paid on or before the first of the month				
SECURITY DEPOSIT:					
NON-REFUNDABLE PET DEP	OSIT:				
	\$400 for 1 st pet, additional \$200 for 2 nd pet NO aggressive breeds				
DESCRIBE PETS ALLOWED, I	F ANY:				
If any pets found on the property deposit will be due immediately, if greater than 2 are found a 30 day eviction notice will be issued immediately.					
Attached herein is the sole and entire rental agreement between the aforementioned management and resident, and both parties acknowledge receipt of completed copies. No oral statements shall be binding. No modification of this agreement shall be binding unless attached hereto and signed by all parties. Management represents the owner of the subject property and will be compensated by the owner for professional services rendered. 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.					
Resident(s)	Management				
Address of Management: PO Box 34, Emerson, Georgia 30137					
Payment drop box:	(1) 423 N. Tenn. St. Cartersville Ga. 30120 (Red Barn Building)				
	(2) Venmo app – David Munisteri / damunisteri@gmail.com				
	404-569-5039				

RENTAL AGREEMENT

In consideration of the mutual covenants herein set forth. Resident leases from Management, and Management leases to Resident the dwelling located at the aforementioned Property Address (hereinafter referred to as "the premises") for the period commencing at noon on the aforementioned Beginning Date, and monthly thereafter until noon on the aforementioned Termination Date, at which time this Agreement is terminated. Resident, in consideration of Management permitting them to occupy the premises, hereby agrees to the following terms:

- 1. RENT: Rent shall be the aforementioned "Monthly Rental" per month, payable in full and in advance, without notice or demand, upon the 1st day of each calendar month to Management at the address specified as "Address of Management", or at such other place as may be designated by Management from time to time. Rent checks received in advance will be deposited on the date received.
- 2. DISCOUNT RENT: There is a \$100 discount off the above stated rent if the rent is received in the post office box of Management prior to 5:00pm on or before the first day of the month. The resident bears the responsibility for delivery of the rent mailing the rent does not constitute payment.
- 3. LATE FEES: Time is of the essence. If the rent is not paid by the 5th day of the month, a penalty of \$50.00 shall be paid by Resident to Management, and a further penalty of \$10.00 per day thereafter until the rent is paid shall be paid by Resident as additional rent, due and payable each day. Each daily failure to pay such additional rent shall be a separate event of default. In the event any check given by Resident to Management is returned by the Bank unpaid, Resident shall pay a \$50.00 return check fee to Management as an additional rent in addition to the aforementioned daily late fees, with all subsequent payments thereafter due and payable in certified funds.
- 4. UTILITIES: Residents shall be responsible for the payment of all utilities and services and agrees to maintain and pay for electric, gas, trash, and water services at residence for the entire term of agreement. Disconnection of utility services upon termination of agreement is the responsibility of the resident. The tenant will put all utilities in their name within 72 hours of lease agreement ______ if not all utilities will be turned off.
- 5. USE: The premises shall be used solely as a residence and shall be occupied only by persons named as aforementioned RESIDENTS in this Agreement. Occupancy by guests staying over 7 days will be a violation of this provision. No pets of any kind will be brought on the premises without the prior written consent of management. Residents shall comply with the laws, ordinances, restrictions and regulations of any relevant government body. Residents shall not use the premises or permit it to be used for any unlawful purpose including but not limited to use, sale, possession, or distribution of any illegal substances and will be subject to any law regarding controlled substances. Such activity on the premises shall constitute an event of breach of the Agreement and Management may, at its option, terminate this agreement and resident shall be subject to immediate eviction. Management, upon suspicion of such illegal activity, shall immediately notify and cooperate with the appropriate authorities, and any such action by Management shall not be construed at an invasion of the resident's privacy. Resident waives any claim for trespass, defamation, or invasion of privacy against management when Management is cooperating with police or other duly constituted authorities.
- 6. _____ MAINTENANCE, REPAIRS OR ALTERATIONS: Resident acknowledges that the premises are in good order and repair, and resident accepts the premises "as is", unless otherwise indicated herein.

Resident shall at his own expense, and at all times, maintain the premises in a *clean and sanitary manner* including all equipment, appliances, furniture and furnishings therein and be responsible for damages caused by his negligence and that or his family, or invitees, or guests. Resident shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Management. *Resident shall mow a minimum of every 10 days during the growing* season, irrigate and maintain the grounds of the premises, including lawns and shrubbery and gutters, and keep the same clear of rubbish, weeds, or leaves if such grounds are a part of the premises and are available for the use of the Resident. In the event that Resident fails to maintain lawns or shrubbery which are part of the premises, Management, after attempting to notify Resident, may, but is not required to, maintain lawns and or shrubbery by using a professional yard maintenance company. The Resident will pay the costs of any such yard maintenance of \$75/trip.

- 7. RIGHT OF ACCESS: Management may enter the premises without notice for inspection, repairs and maintenance during reasonable hours. In case of emergency, management may enter at any time to protect life and or prevent damage. During the last sixty days of the term hereof and during reasonable hours, Management may display the interior and exterior of dwelling at premises to any prospective tenants or purchasers, and Resident agrees to provide access thereto.
- 8. INDEMNIFICATION: Management shall not be liable for any damage or injury to the Resident, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the gross negligence or unlawful act of the Management, his agents, or his employees. Resident does hereby indemnify, release and save harmless management and management's 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 lease or the use of this premises. Further and in addition, Resident releases Management from liability for, and agrees to indemnify Management against all losses incurred by Management as a result of Resident's failure to fulfill any condition of this lease, any damage or injury happening in or about the premises to Resident or Resident's guests, invitees, or licenses or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Management. Resident's failure to comply with any requirements imposed by any governmental authority, and any judgment, lien, or other encumbrance filed against the premises as a result of Resident's actions.
- 9. Non Payment: If rent is not paid and the management company is forced to evict you and turn all money due over to a collection agency.
- 10. POSSESSION: If, for any reason, Management is unable to deliver possession of the premises at the commencement hereof, Management shall not be liable for any 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 commencement of the term hereof.
- 11. DEFAULT: If Resident shall fail to pay rent when due, or fail to perform any term or condition of this agreement including, but not limited to, failure to reimburse Management for any damages, repairs, or costs when due, then Management, at its option, may terminate all rights of Resident hereunder, unless

	Resident, within two days after notice thereof, shall cure such default. If the resident is in default the early
	termination clause will go into effect and the 60 notice will be effective the date of the dispossessory. Two
	months of rent will be added to the judgment in place of the 60 day notice
12	. RESIDENT WILL CHANGE THE AC FILTER AT LEASE ONCE PER MONTH, IF REPAIRS ARE NEEDED DUE TO
	DIRTY FILTER IT WILL BE AT THE RESIDENTS EXPENSE If Resident abandons or vacates the
	premises, while in default of the payment of rent, Management may consider any property left on the
	premises to abandon and may dispose o the same in any manner allowed by law, without responsibility or
	liability therefore
	In the event the Management reasonably believes that such abandoned property has no value, it may be
	discarded. All property on the premises is hereby subject to a lien in favor of Management for payment of
	all sums due hereunder, to the maximum extent allowed by law, In the event o a default by Resident,
	Management may elect to (a) continue the lease in effect and enforce all his rights and remedies
	hereunder, including the right to recover the rent as it comes due, or (b) at any time, terminate all of
	Residents rights hereunder and recover from Resident all damages Management may incur by reason of
	the breach of the lease, including the cost of recovering the premises, and including the worth at the time
	of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount
	which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the
	Resident proves could be reasonably avoided.

Decident within two days after notice thereof shall aura such default. If the resident is in default the early

- 13. DAMAGE TO THE PREMISES: If the premises are totally destroyed or substantially damaged by storm, fire, earthquake, flooding, or other casualty as to be rendered untenantable, this lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for between management and resident as of that date. If the leased premises should be damaged (but not rendered wholly untenantable) to the extent that management shall decide not to rebuild.
- 14. SECURITY: The security deposit set forth, if any shall secure the performance of Resident's obligations hereunder. Management may, but shall not be obligated to, apply all or portions of said deposit on account o Resident's obligations hereunder, and may, but is obligated to, maintain such funds in an interest bearing account. Any interest accruing shall become the property of Management or Agent for Management. Resident shall not apply the Security Deposit in payment o the last month's rent, unless prior written consent has been given by the Management. Nothing in this agreement shall preclude the Management from retaining the security deposit for nonpayment of rent or of fees, or abandonment of the premises (abandonment fee shall be equal to one month's rent), for nonpayment of utility charges, or repair work or cleaning contracted or by the resident with third parties, for unpaid pet fees, or for actual damages caused by the resident's breach. Resident specifically acknowledges receipt of the MOVE-IN INSPECTION LIST prior to the tendering of any security deposit.
- 15. ASSIGNMENT AND SUBLETTING: Resident may not sub-let dwelling or assigns this lease without the written consent of Management.
- 16. ATTORNEY FEES: In any legal action to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee, plus all costs of collection.
- 17. WAIVER: No failure of Management to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent (or any payment marked "payment in full") be deemed a waiver of

Management's right to the full amount thereof. No term, covenant or condition of this agreement may be waived by Management unless such waiver is in writing and signed by Management.

- 18. NOTICE: Any notice which either party may or is required to give, shall be in writing and delivered either (1) in person, or (2) by mailing the same, first class postage paid, to the Resident at the premises, or to Management at address specified as "Address of Management", or at such other places as may be designated in writing by the parties from time to time. Management is authorized to act on behalf of owner with respect to this agreement, to manage the premises, and is owner's duly designated agent for service of process with respect to any matter arising under this agreement.
- 19. HOLDING OVER: This agreement may be terminated by either party at the end of the term by giving the other party thirty (30) days written notice prior to the end of the term. If no party gives such notice of intention to terminate, then this agreement will automatically be extended on a month to month basis with all terms and conditions remaining in full force and effect until the agreement is terminated by either party upon thirty days written notice, a standard increase of \$50 will apply to the month to month rental agreement. _____Such notice shall become effective only on the last day of the month in which it is received. There shall be no renewal of this lease by operation of law.
- 20. EVICTION: If the rent called for under this agreement has not been received by the fifth day of the month in which it is due, then Management or its agent shall have the right to assert all legal and contractual remedies to enforce this lease and, without limitations to any other remedy, may take out a Dispossessory Warrant and have Resident, his or family and possessions evicted from the premises. All rights and remedies available to Management by law, including but not limited to those described in this agreement, shall be cumulative and concurrent.
- 21. SECURITY DEPOSIT: The aforementioned security deposit will be returned to resident within thirty days after dwelling is vacated IF: a) lease term has expired or agreement has been terminated by all parties, and b) all monies due Management by Resident have been paid, and c) dwelling is not damaged beyond normal wear and tear, and d) dwelling is returned in clean, ready-to-rent condition.
- 22. EARLY TERMINATION: Resident may terminate this agreement prior to previously stated TERMINATION DATE by doing all of the following: Giving Management sixty days written notice, with such notice becoming effective on the last day of the month in which it is received, b)Paying all monies due through new date of termination, c) Paying an amount equal to the Security Deposit as an early Termination Fee, d) Returning dwelling in a clean, ready-to-rent condition, and e) Paying a pro-rated portion of expenses for repainting and cleaning based on the ratio of the number of months then remaining in the initial term to the number of months originally in the initial term.
- 23. APPLIANCES: The stove, refrigerator, and window air conditioners, and or any other appliances, if any, delivered with the premises are for the convenience of the Resident, but are not guaranteed to operate for the duration of this agreement. If resident makes use of these items, resident agrees to be responsible for any needed repairs to said appliances, and to return same at end of lease in same condition as at beginning of lease. Items of personality delivered with the premises are listed previously as "Appliances".
- 24. REPAIRS: Management will make necessary repairs to the dwelling and systems including electrical, plumbing, heating and hot water heating with reasonable promptness after receipt of written notice from resident. Resident agrees to bear the first \$50.00 of the cost of these repairs during each calendar month. Management will bear all costs above the first \$50.00 for repairs. If any damage, beyond normal wear and tear, is caused by resident or his guest, resident agrees to pay management the cost of repair with the next

r	ent payment or upon termination of this agreement, whichever comes first. During the term of this
ā	agreement, Resident agrees to notify Management of any circumstance or condition which might cause
C	damage to premises or which might threaten the health or safety of any person. Resident shall not
r	remodel or make structural changes to the premises without written approval of Management.
25.	FROZEN OR BROKEN WATER PIPES: During cool weather, resident agrees to maintain
S	sufficient heat in dwelling and leave faucets dripping to prevent frozen or broken water pipes.
[Damage to plumbing, the dwelling, and or personal property from frozen or broken pipes
١	will not be considered normal wear and tear, and will be the responsibility of the resident.
26. ľ	MAIL: Mail delivery to the premises is not guaranteed, and any boxes requested by the U.S. Postal Service
á	are not the responsibility of Management.
27. F	RENTERS & COMPREHENSIVE AUTO INSURANCE: Resident shall provide insurance for resident's personal
k	pelongings in an amount satisfactory to resident. Management shall not be liable for any damage to
r	resident's property, unless such damage is caused by Management's gross negligence. Resident, for
	nimself and his family, hereby waives all exemptions or benefits under the homestead laws of the state
	Georgia.
	KEROSENE HEATERS OR APPLIANCES: The resident agrees to not use any form of Kerosene space heater in
	the dwelling.
_	HEATING AND COOLING - The resident is aware that the unit is heated and cooled with a heat
	oump central air conditioning system. These systems are the least expensive to operate but do not perform well in extreme cold conditions. The resident may need to supplement the heat with ELECTRIC
	space heaters when the outside temperature drops below 36 degrees. We have tried to provide you with
	the best central heating and cooling system.
	FELEPHONES: Availability of telephone service, satellite or cable television service, or any other service to
	the premises is not guaranteed, and any installation or repair charges are the sole responsibility of the
r	resident. Installation of any such service at the premises shall occur only with the written approval of
ľ	Management, and any damages to the premises as a result of such installation including, but not limited
t	co, holes in the walls and floors shall be the responsibility of the resident and shall not be considered
r	normal wear and tear.
31. 9	SMOKE DETECTORS: The resident acknowledges the presence of a working smoke detector on each level
	of the premises, and agrees to test the detector(s) weekly for proper operation, and further agrees to
	replace batteries when necessary. Resident agrees to notify Management immediately in writing if any
	unit fails to operate properly during any test. Resident acknowledges tat he understands how to test and
	operate the smoke detector(s) in this dwelling.
1	**BATTERIES MUST BE CHANGED WHEN THE CLOCKS CHANGE.**
-	Initials Confirming the detectors work Date
	Fire Extinguisher Date Date LOCKS: Resident is prohibited from adding locks to, changing or in any way altering locks installed on the
	doors on the premises without the prior written consent of the management. If the addition or changing
	of such locks is consented to, the resident shall promptly provide management with keys to such locks.
	Lead Warning Statement - This home may have been constructed prior to 1978 and may have lead paint.
	Lead poisoning can cause serious injury. Information on the hazards of lead paint can be obtained at
	https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure Lessee has

viewed the link above and is aware of the dangers of lead paint and how to	o manage themThe lessee has			
been informed of any identified locations of lead paint on the home.	Waived the opportunity to			
conduct a risk assessment or inspection for the presence of lead based paint and or lead based paint				
hazards and confirm I have read the EPA provided web site.				

- 34. SEVERABILITY: In the event that any part of this lease is construed as unenforceable, the remaining part of this lease shall be in full force and effect as though the unenforceable part or parts were not written into this lease.
- 35. PEST CONTROL: Pest control is the responsibility of the resident.
- 36. GENDER AND HEADINGS: In all references herein to resident, the use of the singular number is intended to include the appropriate number as the text of this lease may require. Each resident shall always be jointly and severally liable for the performance of every agreement and promise made herein. Headings in this agreement are used only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of the agreement.
- 37. LEGAL DESCRIPTION: The full legal description of the said Premises is the same as is recorded with the Clerk of the Superior Court of the County in which the Premises is located and is made a part of this agreement by reference.
- 38. SECURITY DEPOSIT will be placed in an escrow account for 30 days _____Initial

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.

MOVE-IN INSPECTION LIST

RESIDENT(S)

MANAGEMENT

SECURITY DEPOSIT FORFEITURE DISCLOSURE

- A. Notice to vacate. You must notify management in writing that you intend to vacate __6_0_days prior to your move out date.
- B. Carpet cleaning. You must have the carpet professionally steam cleaned using a truck-mounted machine with 180O water. All stains and soil must be completely removed. If you choose not to clean the carpet in accordance with this procedure there will be a minimum charge of \$ 75 . There will be additional charges if stain and spot removal is required.
- C. Carpet damage. If stains, so ii, or an odor remain after cleaning, or if the carpeting is damaged in any way, the carpet will have to be replaced. In the case of odor, the padding will also have to be replaced. You will be charged what it cost management to make replacements. The estimated cost to replace the carpet in your apartment is \$_8_9_4_9_2 __The estimated cost to replace the pad is \$_1_3_2_.7_4
- D. Painting. All painted surfaces must be clean with no soiled areas or marring. If the painted surfaces in your home require repainting you will be charged what it cost management to repaint the home. The estimated cost to repaint your apartment is \$ 160.00/room .
- E. Sheet rock, doors and trim damage. The cost to repair holes in walls, tom surface of the sheet rock, or damage-to doors or trim will be the same as what it cost management to make repairs or replacements.
- F. Cleaning. All components of the apartment must be left clean, shined and free of odor. This includes but is not limited to the stove, oven, refrigerator, dishwasher, washer and dryer, microwave, kitchen and bath floors, sinks, faucets, ceramic tile, plastic tub walls, mirrors, counter tops, windows, window blinds, toilets, tubs, shower enclosures, including the floor and door, cabinets, including the shelves and the drawers, ceiling fans and light fixtures.
- G. Glass breakage, damage to appliances, damage to other components of the apartment, damage to any other part of the property. In the event you damage any component of the property you will be charged what it costs management to make replacements or repairs.

SUGGESTED CLEANING PROCEDURES

- 1. Exterior of appliances. Clean with a light soapy solution on a rag or sponge, rinse with warm water to remove soap, shine with Windex or similar product. Pull out all appliances and clean the floor under each appliance.
- 2. Inside of oven, lay newspapers on the floor in front of the oven to protect the floor covering from oven cleaner over spray. Even small droplets of oven cleaner will discolor the floor covering. Spray inside of oven with any good oven cleaner. Use in accordance with the directions and cautions on the can. Using rubber gloves, scrub the oven with a 3M pad or steel wool. Repeat this procedure until all carbon has been removed. Note: All carbon must be removed. If the oven is cleaned on a regular basis the carbon build up will be minimal and easy to remove. DO NOT USE OVEN CLEANER ON SELF-CLEANING OVENS. Follow the manufacturer's recommendations for self-cleaning.
- 3. Drip pans and around burners. First-protect the control panel, chrome and aluminum trim from oven spray. Remove the drip pans from the stove top and set them on newspapers. Spray the drip pans with oven cleaner in accordance with directions and cautions on the can. Do not allow oven cleaner to come in contact with vinyl floor covering. Apply the oven cleaner outdoors if possible. Oven cleaners will permanently discolor the vinyl resulting in the need for expensive replacement that will be charged to the resident. Scrub the drip pans with a 3M pad or steel wool to remove carbon *build* up. All carbon must be removed. Remove all grease and residue from the area under and around the burners.
- 4. Inside refrigerator, Clean with a light soapy solution, rinse with warm water, shine with Windex or *similar* product. If odor is present, set an open container of coffee grounds or charcoal inside the refrigerator for 24 hours or more.
- 5. Stainless steel sinks. Clean with Ajax or similar product using a 3M pad or steel wool. Rinse and wipe dry. To shine, apply a coat of Liquid Gold, baby oil or similar product.
- 6. Chrome finishes, bright work, lavatory, and porcelain sinks. Clean with a soapy solution using a 3M pad.

Never use steel wool to clean chrome. Shine with Windex or similar product.

- 7. Ceramic tile. Scrub the surface using Ajax orsimilar production a3M pad or steel wool. Remove all soap scum and rnineral deposits. Shine spot free with Windex or similar product using paper towels or clean rags...
- 8. Plastic tub and shower walls. Clean the surface using soft scrub or soap on a rag. Rinse and wipe dry. Shine with Windex or similar product. Car wax can also be used to shine plastic.
- 9. Mirrors and windows. Shine streak free using Windex or similar product, wipe to a shine using paper towels, rags or newspapers.
- 10. Exterior of cabinets and counter tops. Wipe down with a soft soapy solution to remove food spills and other soil, then rinse. To shine exterior of cabinets, apply a coat of Liquid Gold or similar product. Wipe out the inside of all drawers and shelves removing all food spills and other soil and debris.
- 11. Vinyl Door covering. Clean the vinyl with a sponge mop or rag using hot water and a soapy solution. Rinse to remove all soap residue. To shine, apply one coat of Mop and Glow or similar product.
- 12. Window blinds, fans and Iigbt flxtures. All of these items can be cleaned using Windex or similar product. Shine streak free.
- 13. Toilets. Scrub the inside of the bowl using any good toilet cleaner. Scrub using a 3M pad to remove mineral deposits.
- 14. Garages, storage rooms and patios (if applicable). The garage must be left clean and all oil spots removed from the floor. The storage room must left clean with no trash or debris. Patio decks must be left free of stains with no trash or debris.

The apartment cannot be checked by management until everything has been removed from the apartment.

Security deposits are refunded by check and mailed to the provided forwarding address. Deposit refund checks may not be picked up from the leasing office.

In the event you choose not to clean the apartment in accordance with the above procedures, you will be charged managements cost to restore the apartment to the condition that it was in prior to the time you took occupancy.

The cost to clean your apartment is a minimum charge of \$ 175 . If your home requires heavy cleaning, there will be additional charges. The cost for heavy or partial cleaning of your apartment will be assessed in accordance with what it costs management to perform the work. >

On the day you vacate the apartment you must provide the manager with your new address. If no forwarding address is given, it will not be possible to mail the refund. You must return all sets of keys to the apartment and the mailbox, along with remotes and gate cards, if applicable. If all sets of keys are not returned there will be a charge of \$25.00 per key and \$50.00 perremote and/or gate card.

I hereby acknowledge that these charges and procedures have been thoroughly explained to me. In addition, I hereby agree to pay management's cost to restore my apartment to the condition that it was in prior to the time I took occupancy. In the event I cause any damage to any part of the property on which I am a resident, I hereby agree to pay management's cost to make repairs or replacements.

Address:		
Геnant:	Date:	
UTILITIES: Residents shall be responsible for	1 *	
gas, trash, and water services at residence for	2	on of utility services upon termination of
agreement is the responsibility of the resident		
The tenant will put all utilities in their name w	vithin 72 hours of lease agreement	if not all utilities will be turned off.