LEASE

MM PROPERTIES, L.L.C., a Georgia limited liability company ("Lessor") and _____, _____, _____, and _____ (individually and collectively, as the context requires, referred to herein as "Lessee") agree as follows:

1. DEMISE; USE. Lessor rents to Lessee, and Lessee rents from Lessor, the house/apartment located at _____, Athens, Georgia (the "Premises") for the term of this Lease. The Premises shall be used for residential purposes only, and Lessee shall not allow the Premises to be occupied by any persons not named in this Lease unless prior written consent is obtained from Lessor. Lessee shall not allow the Premises to be used for any purpose in violation of any local, state, or federal ordinance, statute, law, rule or regulation or in any manner that constitutes a nuisance or interferes with another person's quiet enjoyment of their own residence.

2. TERM. The term of this Lease will be from May____, 202_ – May ___, 202_. Lessor does not permit early check-ins, so please DO NOT ask for an early move-in date. Please DO call a week ahead of your move-in date to schedule a time to check in and receive your keys.

3. PAYMENT OF RENT. The first and last months' rent, as set forth on the payment schedule below, will be pre-paid upon execution of this Lease, in addition to and separate from the Reservation Fee. Thereafter, rent in the amount set forth on the payment schedule below per month shall be due not later than the first day of each calendar month and is delinquent if full payment is not *actually received* by Lessor by 11:59 P.M. EST of the third (3rd) day of the calendar month; provided that in the event Lessee pays rent in full via an honored check delivered by mail, rent will not be considered late if it is postmarked by the third (3rd) day of the calendar month. Rent for the Premises shall be paid by one payment (check, certified check, cashier's check or money order).

The liability for rent, in addition to all other obligations hereunder, is joint and several among each and all of the individuals comprising Lessee.

Time is of the essence of this Lease. If rent is not paid in full (or postmarked in the case of mailing) by 11:59 P.M. EST on the third (3rd) day of the calendar month, a late charge will be imposed on Lessee of **$35.00** for the first occurrence and **$100.00** for each occurrence thereafter, together with, in each case, an additional charge of **$5.00** per day for each day thereafter that rent is not received. Notwithstanding the foregoing, if rent for the last full calendar month of the term is delinquent, the late charge for late payment of rent for the last full calendar month of the term shall be an amount equal to the rent due for that month so that Lessee pays twice the rent amount set forth in this Lease for such last full calendar month. The parties agree that the damages or costs resulting from late rent, especially in the last full calendar month, are difficult to ascertain, and that this provision is a reasonable approximation of the same and not a penalty.

If any check is dishonored by any financial institution, Lessee agrees to pay a bad check handling charge of the greater of $25.00 or 5% of the amount of such check, in addition to any late charge that may be due as set forth above. Dishonored checks must be redeemed by cashier's check or money order. In the event more than one check is dishonored, all future payments will be in the form of a cashier's check, certified check, or money order.

PAYMENT SCHEDULE

May – May 31	_____	December 1 – December 31	_____
June 1 – June 30	_____	January 1 – January 31	_____
July 1 – July 31	_____	February 1 – February 29	_____
August 1 – August 31	_____	March 1 – March 31	_____
Sept. 1 – Sept. 30	_____	April 1 – April 30	_____
October 1 – October 31	_____	May 1 – May	_____
Nov. 1 – Nov. 30	_____		

NOTE: Both May rent payments are prorated for one-half (½) month, regardless of the number of days in each month, and both May rent payments shall be paid when this Lease is signed, as set forth above.

Lessor has the right to not accept payment of less than the full amount of rent. Any check that includes an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount shall constitute payment in full, shall be given no effect, and Lessor may accept any partial payment without prejudice to any other rights or remedies for the full amount of such rent. Any payment of less than the full amount, however designated, may be accepted by Lessor and applied against any part of Lessee's then existing and then due rent or Lessor may apply such payment against any sum then due or may retain such payment (without interest) as a credit against Lessee's accruing future obligations.

4. RESERVATION FEE; DEPOSIT. Lessee shall pay Lessor the amount of $_____ (the "Reservation Fee") upon execution of this Lease. Except for Lessor's inability to deliver the Premises to Lessee in accordance with Section 25, the Reservation Fee is non-refundable prior to Lessee's taking possession of the Premises. In the event Lessee does not take occupancy of the Premises, in addition to all other remedies available to Lessor under this Lease or at law or in equity, the Reservation Fee shall be forfeited by Lessee; provided that Lessor shall remain entitled to also seek any other remedies provided under this Lease or available at law or in equity.

Lessee shall receive a comprehensive move-in and move-out inspection report (the "Inspection Report") which lists for Lessee's permanent retention any existing damages and Lessee agrees to inspect the Premises jointly with Lessor prior to taking possession. Lessee is entitled to inspect the Premises to ascertain the accuracy of the Inspection Report prior to taking occupancy, and Lessee shall either sign the Inspection Report or state specifically in writing the items listed therein to which Lessee dissents, and Lessee shall sign such statement of dissent.

Upon Lessee's receipt of the Inspection Report, the Reservation Fee will automatically be converted to a Security Deposit (the "Security Deposit") in the amount stated above as security for the full and faithful performance and observance by Lessee of each and every term and covenant of this Lease, including, without limitation, the payment of rent. **Lessor shall not be obligated to apply the Security Deposit to any rent payment, and Lessee shall not withhold any rent due hereunder nor claim that such Security Deposit should be offset against said rent.** The provisions relating to the Security Deposit are for the protection of Lessor, and are in addition to and not in limitation of Lessor's other remedies set forth in this Lease or at law or in equity, it being understood that Lessee is completely responsible for rent for the entire term of this Lease and for any and all damages to the Premises or otherwise, all as provided herein, and that the Security Deposit may be set off against the total claims of Lessor and shall not constitute Lessor's exclusive remedy. Further, at the end of the term of this Lease, Lessor may retain as much of the Security

Deposit as is necessary to return the Premises to its original state when occupancy began, ordinary wear and tear excepted.

Within three (3) business days following the termination of Lessee's occupancy, Lessor or its agent shall inspect the Premises and compile a comprehensive list of any damage done the Premises or other matter which is the basis for any charge against the Security Deposit and the estimated dollar value of such damage. The parties agree that the move-out inspection portion of the Inspection Report will constitute such statement. Within three (3) business days following the termination of Lessee's occupancy, Lessee and Lessor shall jointly inspect the Premises and complete the move-out inspection portion of the Inspection Report, listing any damage done to the Premises during the term of this Lease. Lessor and Lessee shall sign the move-out inspection portion of the Inspection Report; however, if Lessee refuses to sign the Inspection Report, Lessee must state specifically in writing the items on the Inspection Report to which Lessee dissents and shall sign the statement of dissent and deliver the same to Lessor. If Lessee terminates occupancy without notifying Lessor, Lessor may make a final inspection within a reasonable time after discovering the termination of occupancy.

The Security Deposit will be returned to Lessee after the Premises is vacated, subject to deduction for (i) any damages to the Premises in excess of normal wear and tear or for failure to return Premises in the same condition and cleanliness as at the beginning of the term (including, without limitation, the floors, refrigerator, stove, bathrooms, and yard being in the same condition and cleanliness as at the beginning of the term), (ii) any damages to the Premises due to the negligence, carelessness, accident or abuse of Lessee, (iii) any unpaid sums due to Lessor under the terms of this Lease, including without limitation, rent, fees, late charges, utilities, returned or dishonored check charges, unpaid damage claims, key replacement charges, charges for removing, packing and storing abandoned, seized or lawfully removed property, (iv) any actual damages caused by any breach of this Lease by Lessee, and (v) as compensation for any other costs imposed by Lessor arising from or relating to Lessee's occupancy of the Premises and any other deductions from the Security Deposit as permitted by applicable law. The deduction of such amounts from the return of the Security Deposit shall not prevent Lessor from claiming damages in excess of the amount of the Security Deposit. After deduction for any items as set forth above, the balance of the Security Deposit, if any, together with a written, itemized accounting of deductions, shall be mailed by first-class mail to Lessee no later than thirty (30) days after the termination of this Lease or the surrender and acceptance of the Premises, whichever occurs later.

Lessee shall notify Lessor in writing at the time of move-out inspection of Lessee's forwarding address in order to enable Lessor to return the statement required with respect to the Security Deposit and any appropriate return of any portion of the Security Deposit to Lessee. Refunds shall be mailed to each Lessee at the forwarding address given to Lessor. If Lessee has not supplied Lessor with the correct forwarding address, Lessee shall pay all costs incurred by Lessor in reissuing the Security Deposit. If the Security Deposit refund is returned as undeliverable, and Lessor is unable to locate Lessee after a reasonable effort, the Security Deposit becomes the property of Lessor ninety (90) days after it was mailed.

All Lessee Security Deposits will be deposited in Lessor's Escrow Account at First American Bank and Trust in Athens, Georgia.

5. CONDITION; MAINTENANCE AND REPAIR. The Premises is unfurnished. Lessee acknowledges that the residence, equipment, and fixtures will be under the control of Lessee, and Lessee accepts the Premises in "AS IS" condition as suited for the use intended. Lessee agrees to keep the Premises, together with the fixtures therein, in a clean, neat, safe and sanitary condition. Lessee will at once report in writing to Lessor any

defective or unsafe condition known to Lessee that Lessor is required to repair, and failure so to report will relieve Lessor of any responsibility for any damage or injury resulting from such condition. Lessee will be liable for, and shall hold Lessor harmless from, any damage to the Premises and for any claims or injuries due to the action or inaction of Lessee. Lessee shall pay to Lessor as additional rent with the next rent payment the cost of repairing any damage, beyond normal wear and tear, caused by Lessee or a guest. Lessee will not have the right to withhold payment of rent because a repair has not been completed.

Lessee is responsible for replacing all light bulbs in the Premises.

Smoking is prohibited in the Premises.

Lessee shall comply with all of the Rules and Regulations (as defined below) provided by Lessor, including any fees or charges provided in such Rules and Regulations. In addition to any remedies available to Lessor under this Lease, including Section 11, Lessee hereby agrees to any fees or charges provided in the Rules and Regulations and agrees to pay the same within three (3) days of written notice from Lessor in each instance.

At any time during the term of this Lease, if Lessee does not maintain the interior and exterior of the Premises in a clean and sanitary manner, Lessor may have the Premises cleaned at Lessee's expense if Lessee does not do so after receiving three (3) day's written notice from Lessor. Lessee shall reimburse Lessor in an amount equal to the greater of: (i) Lessor's actual, out-of-pocket costs for such cleaning or (ii) $200.00.

Lessor has no responsibility to provide blinds and does not agree to provide blinds in any or all windows. In the event there are no blinds or window coverings in any windows, Lessee is responsible for providing its own window coverings. In the event there are blinds or window coverings in the Premises, Lessee shall maintain and return such blinds or window coverings in good condition at the expiration or earlier termination of this Lease. If any blinds or window coverings provided by Lessor are not returned in good condition at the expiration or earlier termination of this Lease, normal wear and tear excepted, Lessee shall be responsible for the cost of replacing such blinds or window coverings. Such responsibility shall survive the expiration or earlier termination of this Lease.

Lessee shall comply with all applicable ordinances, statutes, laws, rules or regulations in its use of the Premises. In addition to the above charges, Lessee shall be responsible for any and all costs or expenses incurred by Lessor in the event Lessee's activities violate any applicable ordinances, statutes, laws, rules or regulations.

6. PETS. ABSOLUTELY NO PETS OR ANIMALS ARE ALLOWED. No pet is allowed, even temporarily, anywhere in the Premises. For the avoidance of any doubt, this means that visitors shall not bring animals to visit, and Lessee shall not "pet-sit" the animals of friends or family members. Without limiting the remedies available to Lessor, the following shall apply to a violation of this Section 6: On the first violation, a written warning will be issued to Lessee specifying the complaint, a charge equal to the Security Deposit will be immediately due and payable by Lessee, and Lessor may, in its sole discretion, declare Lessee in default of this Lease and exercise any remedies provided in this Lease. The charges provided above for violation of this Section 6 cover the costs of handling a pet violation but do not cover any excess damages or destruction caused by any pet. Lessee shall remain liable for any and all damages exceeding normal wear and tear to the Premises caused by the pets or animals, and the above charges do not release Lessee of such liability.

7. RIGHT OF ACCESS. At any time during the term of this Lease, Lessor shall have the right to enter the Premises upon 24 hours' telephone or written notice to: (i) make repairs or modifications to the Premises; (ii) inspect the Premises to ensure that Lessee is complying with all terms and conditions of this Lease and the Rules and Regulations; (iii) remove from the Premises any items kept or exhibited there in violation of the terms of this Lease or the Rules and Regulations and (iv) to show the Premises to prospective tenants, buyers,

insurance agents, appraisers, surveyors, lender, contractors, property managers or individuals deemed appropriate by Lessor. In the case of emergency, Lessor may enter the Premises at any time to protect life and prevent damage to the Premises. Lessor shall not be barred from any such entries, and Lessee hereby expressly authorizes Lessor to so enter the Premises. Lessee shall be responsible for securing all valuables (jewelry, cash, electronics, etc.) when the Premises is shown to prospective tenants, buyers, insurance agents, appraisers, surveyors, lender, contractors, property managers or individuals deemed appropriate by Lessor. Lessee is not required to be present when the Premises is shown, but it is helpful when a Lessee is available to answer questions regarding utility costs, etc. Without limiting the generality of the foregoing, Lessee specifically acknowledges that Lessor may conduct an inspection of the Premises in January of each calendar year during the term of this Lease.

8. UTILITIES, GARBAGE REMOVAL AND PEST CONTROL. Lessee will, at its expense, secure and pay all utilities, including water, gas and electric bills, and all garbage removal fees. Lessee shall connect electric services for the Premises on or before the first day of the term of this Lease (as set forth in Section 2 above). If any utilities are connected when Lessee moves in, Lessee acknowledges that such connection is a temporary hook-up in Lessor's name for the purposes of cleaning the residence for Lessee's occupancy. This service may be DISCONNECTED without any notice to Lessee. If Lessee does not connect any service as required under this Section 8 or thereafter fails to maintain uninterrupted service or does not pay any utility fees, expenses, interest or penalties when due, Lessor may, at its option, pay the same and the cost thereof will be due as additional rent with the next rent payment due hereunder.

9. ALTERATIONS AND IMPROVEMENTS. Lessee shall not make any changes to the interior or exterior of the Premises (including painting), nor attach any fixtures thereto without the prior written permission of Lessor, which permission may be given or withheld in Lessor's sole discretion. Lessee shall take no action that would cause the fire insurance policy on the Premises to be canceled or the premium to be increased. Any alterations or fixtures approved by Lessor shall, at the option of Lessor, either (i) become the property of Lessor and shall not be removed by Lessee at the end of the term of this Lease or (ii) at Lessee's sole cost and expense, be removed by Lessee, and the Premises returned to its original condition, prior to the end of the term of this Lease. Without limiting the generality of the foregoing, if Lessor approves any painting of the Premises, at the end of the term of this Lease, Lessee shall, at Lessee's sole cost and expense, cause the portion of the Premises painted by Lessee to be repainted to the original color and finish (or such other color and finish as Lessor may approve in its sole discretion) using a contractor selected by Lessor in Lessor's sole discretion.

10. ASSIGNMENTS, SUBLEASES; ETC.

a. Assignment. Lessee shall not be entitled to assign this Lease or any interest herein. Lessor may withhold its consent to a requested assignment in its sole and absolute discretion.

b. Sublease. Lessee shall not be permitted to sublet the Premises or any portion thereof without the express prior written consent of Lessor and all parties comprising Lessee (the remaining cotenants must approve any subletting by any individual comprising Lessee). Lessee shall be required to pay (i) a sublease application fee of $50.00 for each request Lessee makes to sublease the Premises for a short-term (i.e. an academic semester or less) (whether or not such sublease is approved) or (ii) a sublease application fee of $100.00 for all other sublease requests Lessee makes to sublease the Premises (whether or not such sublease is approved). A sublease may only be approved in writing after the prospective sub-tenant has filled out a lease application, been approved by Lessor, and any

specified application fees have been paid. In the event Lessor consents to any subletting, all sub-tenants shall be obligated to comply with all of the terms and conditions of this Lease, and shall be primarily responsible to Lessor. Any subletting hereunder shall not relieve Lessee of any liability or obligation including, without limitation, the payment of rent and other sums, under this Lease. Any consent by Lessor to subletting shall not constitute a novation, nor be a waiver of Lessor's right to grant consent for or refuse consent to any subsequent subletting hereunder. Lessor is not responsible for finding Lessee a sub-tenant. All parties comprising Lessee must complete all paperwork provided by Lessor relating to such sublease, including executing Lessor's standard form sublease, prior to sub-tenant being able to sublet the Premises. Lessor may withhold its consent to a requested sublease in its sole and absolute discretion.

c. Additional Lessee. Lessee shall not be permitted to add any new individual comprising Lessee to this Lease without the express prior written consent of Lessor and all parties comprising Lessee (the remaining cotenants must approve any new individual comprising Lessee). Lessee shall be required to pay Lessor an application fee of $200.00 for each request Lessee makes to add an additional Lessee to this Lease. An additional Lessee may only be approved in writing after the prospective additional Lessee has filled out a lease application, been approved by Lessor, and any specified application fees have been paid. In the event Lessor consents to any additional Lessee, all individuals comprising Lessee shall be obligated to comply with all of the terms and conditions of this Lease, and shall be primarily responsible to Lessor. Any additional Lessee hereunder shall not relieve any individual comprising Lessee of any liability or obligation including, without limitation, the payment of rent and other sums, under this Lease. Any consent by Lessor to an additional Lessee shall not constitute a novation, nor be a waiver of Lessor's right to grant consent for or refuse consent to any subsequent subletting hereunder. Lessor is not responsible for finding Lessee a sub-tenant. All parties comprising Lessee must complete all paperwork provided by Lessor relating to such additional Lessee prior to the additional Lessee being added. Lessor may withhold its consent to a requested additional Lessee in its sole and absolute discretion.

d. This Lease and the rights of Lessee hereunder will not be an asset of Lessee's estate and may not be transferred, assigned or alienated in any way by Lessee.

11. DEFAULT. In the event Lessee fails to pay rent or any other charge due under this Lease when due and fails to cure the same within five (5) days of written notice of the same or in the event Lessee fails to cure any other breach within ten (10) days of notice thereof or in the event Lessee made any untrue or misleading statement in Lessee's rental application, Lessor shall have the right to exercise any remedies provided under this Lease or available at law or in equity, including without limitation, the right to terminate this Lease immediately and to retake possession of the Premises in accordance with Georgia law. Lessor's retaking of possession of the Premises shall not be a waiver of Lessor's right to pursue any course of action for damages. Lessee shall remain liable for all obligations under this Lease, including the payment of all monthly installments of rent for the entire term of this Lease. In the event of any breach of this Lease by Lessee, Lessor may, in addition to all other rights and remedies contained herein or at law or in equity, accelerate all remaining rent through the remainder of the term of this Lease, which payment shall be due and payable five (5) days after Lessee receives notice from Lessor of its election to so accelerate. If Lessor accelerates as provided in this subparagraph, Lessee shall forfeit the Security Deposit. In addition, if Lessor accelerates and terminates Lessee's possession, Lessor shall seek another tenant for the Premises and credit any amounts received from such tenant during the remainder of the term of this Lease as follows: first as reimbursement to

Lessor for all expenses incurred as a result of Lessee's failure to perform its obligations under this Lease, including, without limitation, the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions, cleaning, repairing and preparing the space, and then second to the Lessee, provided, however, that in no event shall such credit to Lessee be more than the accelerated amount paid by Lessee to Lessor less an amount equal to three (3) months' rent. Lessor and Lessee acknowledge that Lessor will be damaged by Lessee's default, that Lessor's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Lessor's damages, is enforceable and is not intended to be and shall not be considered a penalty. Lessor's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Lessee shall remain liable for rents from and after any action by Lessor under a proceeding against Lessee for holding over or distress warrant, whether or not Lessee retains the right to possession of the Premises.

12. DESTRUCTION OF OR DAMAGE TO PREMISES; TAKING.

a. If the Premises are totally destroyed or so damaged as to be untenantable by any storm, fire, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction or damage and rent will be accounted for as of that date.

b. If any portion of the Premises is taken from an exercise of a power of eminent domain or condemnation, all awards from the applicable governmental authority for the taking shall belong exclusively to Lessor, and Lessee hereby waives any right to any portion of such award. In the event any portion of the Premises is taken, Lessor shall have the right to terminate this Lease as of the date of such taking and rent shall be accounted for as of that date.

13. MORTGAGEES' RIGHTS. Lessee's rights will be subject and subordinate to any bona fide mortgage or deed to secure debt that is now or may be hereafter placed upon the Premises by Lessor.

14. STRICT COMPLIANCE. No failure of Lessor to exercise any right or power given Lessor hereunder, no failure of Lessor to insist upon strict compliance by Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of Lessor's rights to demand strict compliance with the terms thereof.

15. SERVICE OF NOTICE. Lessee hereby appoints as its agent to receive such service of notice of any dispossessory or distraint proceedings hereunder, and to receive all notices required hereunder, the person then occupying the Premises. If there is no such person occupying the Premises at that time, then service of notice may be made by attaching the same to the main entrance of the Premises and a copy of such notice will also be sent to Lessee's last known address, if different from the Premises.

16. HOLD OVER/TRESPASS. Lessee shall promptly vacate the Premises and remove all of Lessee's property therefrom and shall not remain in possession of the Premises after the expiration or termination of this Lease, whether such termination occurs by lapse of time or otherwise. At the expiration of the term of this Lease, Lessor shall have the right to remove Lessee and Lessee's possessions from the Premises and change the locks and take such other steps as Lessor finds appropriate to regain possession of the Premises. If Lessee holds over and fails to move out on or before the date and time required under this Lease, and Lessor elects, in Lessor's sole discretion, by delivery of written notice thereof, to permit Lessee as a tenant at sufferance, the rent for the holdover period shall be $100.00 per day, together with rent due hereunder immediately prior to expiration in monthly installments, until occupancy is redelivered to Lessor, and Lessee shall, and does hereby, indemnify Lessor for any damages or liabilities incurred due to such holdover.

Holdover rents shall be immediately due on a daily basis in advance. Nothing contained herein shall be construed as consent by Lessor to permit Lessee to holdover. In Lessor's sole discretion, and without limiting any other remedies available to Lessor, Lessor may offset the rental for the holdover period from the Security Deposit of Lessee.

17. ABANDONMENT. Any of Lessee's furniture or other property left at the Premises following abandonment of the Premises by Lessee or the expiration or earlier termination of this Lease shall be deemed abandoned and title thereto shall immediately and irrevocably vest in Lessor. Lessor shall have the right to store, dispose of or keep any of Lessee's property remaining at the Premises following abandonment, expiration or earlier termination and shall not be responsible for any loss or damage thereto. Furthermore, if Lessee fails to remove any of its property upon expiration or earlier termination of this Lease, Lessor shall not be responsible for the value, preservation or safekeeping of Lessee's property, and Lessee shall pay Lessor, upon demand, any expenses incurred in removing or disposing of Lessee's property. This Section 17 shall survive expiration or earlier termination of this Lease.

18. RULES AND REGULATIONS. The rules and regulations attached hereto (as may be amended from time to time, the "Rules and Regulations") are incorporated into this Lease by reference as though they were fully set out herein, and Lessee agrees to abide by such Rules and Regulations, which may be amended from time to time by Lessor. If your copy is not attached, please ask Lessor for a copy as you hereby agree to be bound by the Rules and Regulations whether they are attached or not.

19. SAFETY AND SECURITY MEASURES. Lessee and Lessee's guests shall be solely responsible for their own safety & security of belongings. Lessee shall make such inspections & inquiries, and take such measures, as Lessee deems necessary to provide for Lessee's safety including (not limited to) looking for structural defects, driveway hazards, dead/dangerous tree limbs, and maintaining in good working order all door & window locks, any outside lighting, smoke alarms, carbon monoxide detectors, and any other safety devices Lessee wishes to utilize. Lessee shall be responsible for replacing batteries in smoke alarms and carbon monoxide detectors as needed. Lessee should provide his or her own backup smoke detector and carbon monoxide detector.

20. PROPERTY LOSS. Lessor shall not be liable to Lessee, or anyone claiming by or through Lessee or on the Premises with Lessee's permission, for loss or damage to persons or property however caused unless such damage is due to Lessor's gross negligence or intentional misconduct. Lessor shall not be liable for any loss occasioned by or through the acts or omissions of third parties, including, without limitation, independent contractors who may come on the Premises to make repairs.

21. HOMESTEAD. Lessee waives and renounces all benefits of homestead and exemption it may have under and by virtue of the constitution and the laws of the State of Georgia and the United States.

22. COSTS OF ENFORCING RIGHTS. In the event any right hereunder must be enforced by or through an attorney at law, then the non-prevailing party will pay to the prevailing party all costs of such enforcement, including reasonable attorneys' fees and any court costs.

23. LESSEE'S INSURANCE. Lessee acknowledges that Lessee's personal property located in the Premises are not covered under the terms of any insurance policies carried by Lessor in connection with the Premises. Lessee shall, at Lessee's sole cost and expense, obtain and maintain at all times during the term of this Lease renter's insurance with coverage limits not less than $300,000.00 for protection from loss or damage to personal property due to fire, flooding, or other events, including, without limitation, Lessor's negligence,

that could damage Lessee's personal property; such insurance shall name Lessor as additional insured. Lessor shall not be responsible or liable for any damage to Lessee's personal property. Notwithstanding anything to the contrary, to the fullest extent permitted by law, Lessor shall not be liable for any loss that is or would have been covered under a standard renter's insurance policy (assuming full amounts of coverage) and Lessee (for itself and its insurer), waives any rights, including rights of subrogation, Lessee may have against Lessor (and Lessor's employees, officers, owners, agents and affiliates), for compensation of any loss or damage occasioned by Lessor (or Lessor's employees, officers, owners, agents and affiliates) arising from any risk generally covered by such renter's insurance.

24. OCCUPANCY. Lessee (including each individual executing this Lease as "Lessee") agrees to occupy the Premises during the entire term hereof. Furthermore, Lessee acknowledges that no other persons are permitted to occupy the Premises. Without limiting the foregoing, Lessee shall not permit other persons to occupy the Premises in violation of any applicable ordinances, statutes, laws, rules or regulations, including any zoning laws or regulations. Lessee acknowledges that Lessor is relying on this representation in entering into this Lease, and Lessee agrees to indemnify, save and hold Lessor harmless from any and all liabilities, damages and costs arising from the breach of the covenants set forth in this Section by Lessee, including, but not limited to, liabilities, damages, and costs resulting from a violation of zoning laws or regulations. In the event of any violation of any applicable ordinances, statutes, laws, rules or regulations, including zoning laws or regulations, arising from the occupancy in the Premises of persons beyond those named herein, Lessee shall require any persons not named in this Lease to vacate and discontinue occupying the Premises and to take any other action as required to comply with such applicable ordinances, statutes, laws, rules or regulations.

25. DELIVERY. If there is a delay in delivery of possession by Lessor beyond the month of May, then rent shall be abated on a daily basis until possession is granted. If possession is not granted within thirty (30) days after the commencement date set forth in Section 2, Lessee may prior to taking possession, as its sole remedy, void this Lease and have a full refund of any Reservation Fee and any prepaid rent. Lessor shall not be liable for any damages, whether direct, indirect, consequential, foreseeable, unforeseeable or otherwise, for delay in granting possession, unless caused by the gross negligence or intentional misconduct of Lessor.

26. JOINT AND SEVERAL LIABILITY. Each person signing this Lease as a Lessee is jointly and severally liable with all other Lessees for all obligations under this Lease. Lessor shall not be required to allocate or prorate among Lessees any obligations under this Lease including, without limitation, the refund of the Security Deposit.

27. LESSEES AGENTS OF EACH OTHER. Because cotenants often check in or vacate the Premises at different times, each party to this Lease agrees that any one of the Lessees shall be authorized to perform the move-in and move-out inspections required by the Georgia Security Deposit law. Unless and until revoked in writing, each party to this Lease agrees that any one of the Lessees shall also be authorized to act for all of them in conducting the usual business and communications between Lessor and Lessee.

28. LEAD PAINT WARNING STATEMENT. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not handled properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises and has no reports or records pertaining to lead-based paint or lead-based paint hazards in the Premises.

By signing this Lease, Lessee acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home* and that Lessee may access such pamphlet at epa.gov/lead/protect-your-family-lead-your-home-english.

29. APPLICABLE LAW. This Lease shall be deemed to have been made in Athens-Clarke County, Georgia and shall be governed by the laws of the State of Georgia. Lessee submits and consents to personal jurisdiction and venue in any court of competent jurisdiction located in Athens- Clarke County, Georgia for any proceeding to enforce this Lease.

30. ENTIRE AGREEMENT. No modification of or addition to this Lease shall be effective unless in writing and signed by both parties.

31. OFFICE HOURS. Lessor's office hours are Monday through Thursday from 7:00 AM until 5:00 PM. Please see the Rules and Regulations regarding calls and visits to the office. Please leave rent payments in the street mailbox at 422 University Dr. Athens, Georgia 30605.

LESSOR REQUIRES AND ENCOURAGES LESSEE TO NOTIFY LESSOR OF ANY MAINTENANCE NEEDS THAT ARE LESSOR'S RESPONSIBILTIY HEREUNDER BY EMAIL OR TEXT PROMPTLY AND AT ANY TIME, WHETHER ON FRIDAY, SATURDAY, SUNDAY, HOLIDAYS OR OUTSIDE OF THE HOURS OF 8:00 A.M. EST TO 5:00 P.M. EST. ANY EMAIL, TEXT OR OTHER CORRESPONDENCE RECEIVED OUTSIDE OF THE HOURS OF 8:00 A.M. EST TO 5:00 P.M. EST OR RECEIVED ON A FRIDAY, SATURDAY OR SUNDAY OR HOLIDAY WILL BE DEEMED TO BE RECEIVED THE NEXT BUSINESS DAY, AND LESSEE ACKNOWLEDGES THAT LESSOR MAY NOT RESPOND UNTIL THE NEXT BUSINESS DAY. FOR THE AVOIDANCE OF ANY DOUBT, FOR PURPOSES OF THIS PARAGRAPH, FRIDAY SHALL NOT BE CONSIDERED A BUSINESS DAY. IN THE EVENT OF AN EMERGENCY, PLEASE BOTH CALL LESSOR (AND IF LESSOR DOES NOT ANSWER, LEAVE A VOICEMAIL EXPLAINING THE EMERGENCY IN REASONABLE DETAIL) AND SEND AN EMAIL OR TEXT EXPLAINING THE EMERGENCY IN REASONABLE DETAIL.

NOTE: We travel to St. Simon's Island roughly 14 nonconsecutive weeks/year. We check e-mail and messages while travelling. Repairs and services can be arranged while we are travelling, but please call us and allow us to set up an appointment for the repair and for you to meet the person performing said repair.

EACH OF THE UNDERSIGNED CERTIFY THAT (S)HE HAS READ THIS LEASE IN ITS ENTIRETY, INCLUDING THE RULES AND REGULATIONS ATTACHED HERETO AND INCORPORATED HEREIN, AND THAT (S)HE AGREES TO ALL OF THE TERMS CONDITIONS SET FORTH HEREIN.

This_____day of_____, 20___.

MM PROPERTIES, L.L.C., Lessor

_____

By: Robert Bird Moore, Jr., Agent

Lessee(s): _____ Lessee(s): _____

Relationship to other Lessee:_____ Relationship to other Lessee: _____

_____ _____

Lessee(s): _____ Lessee(s): _____

Relationship to other Lessee:_____ Relationship to other Lessee: _____

_____ _____