RULES & REGULATIONS

For your safety:

1. Doors and windows must be locked at all times.
2. Fireplaces are for decorative purposes only and should not be used. They are not cleaned, inspected, or maintained, so may be obstructed.
3. Comply with all State Fire Regulations, including the provision that no grills, charcoal, lighter fluid, or other combustible items are to be used or stored within 10 feet of any building.
4. No kerosene, propane, other appliances utilizing flame/external combustion shall be used on premises.
5. Lessee is prohibited from going on the roof of the premises.
6. If Lessee smells natural gas, Lessee should immediately turn off the heat/thermostat, but only if it can be done safely, then vacate the premises and notify the gas company, then notify Lessor.

   For the avoidance of any doubt, if the address of the premises is one of the following, Lessee acknowledges that the premises has gas heat:
   - 80 West Lake Drive, Athens, Georgia;
   - 1979 Lumpkin Street, Athens, Georgia; or
   - 1997 Lumpkin Street, Athens, Georgia.
7. In the event Lessee is locked out of the Premises, there is a spare key provided in the Master Lock boxes outside of the Premises. Lessor is not responsible if the Master Lock boxes do not work properly. If Lessee removes a spare key from the Master Lock box, Lessee shall immediately replace such spare key in the Master Lock box. If a key is lost or misplaced, Lessee should immediately call Lessor at (470) 642-8475.

The following restrictions on the use of the premises must be observed:

1. Athens-Clarke County, Georgia has in force strict zoning requirements concerning the number of unrelated people who can reside in residential premises located in Athens-Clarke County. Too many occupants is a sensitive issue in most neighborhoods, so you can expect someone to file a complaint if it even appears that too many people are living in your residence. Lessee shall be responsible for determining the number of unrelated people allowed to reside in the demised premises, shall abide by such zoning requirements, and agrees to hold Lessor harmless from any penalties that may result from a violation of this ordinance. Any unauthorized resident, live-in, or **frequent visitor** will be required to vacate immediately.
2. Only one vehicle per bedroom shall be kept on the premises. Only vehicles in running condition with a current license plate shall be allowed on the premises and shall only be parked on paved areas designed for a vehicle parking (to protect septic tanks and grassed areas). Lessee will be assessed a $100.00 fee as additional rent each time any vehicle is parked on the lawn regardless of the ownership of the vehicle. In addition, Lessor may have the vehicle removed at owner's expense by a commercial towing company and Lessee will indemnify and hold Lessor harmless from any and all claims aspiring from towing a vehicle that was parked on the lawn.
3. Only vehicles, which have been registered with Lessor on the rental application, may be kept on the premises. Lessee must notify Lessor in writing within 48 hours of any changes in the vehicles that will be kept on the premises. Lessee should not allow friends to leave their vehicles on the premises overnight, as it may appear to neighbors that too many people are living on the premises, which may cause the neighbors to complain to Lessor or to call the police, or to file a complaint with the zoning enforcement authorities. Without limiting any more restrictive provision of the lease, the Rules and Regulations or applicable law, Lessee shall in no event permit more than twenty people to gather at the premises.
4. No gardening and no yard sales are permitted. However, potted plants and flowers are welcome.
5. Because the premises are located in a residential neighborhood, no noisy, disorderly, annoying, or other conduct disturbing to the neighbors shall be permitted. Lessee agrees that upon the first such complaint, Lessee could charge a $250.00 fee. If a second noise/nuisance complaint is made to Lessor or the authorities, Lessor shall have the right to terminate the lease under the Lessee default provision, the security deposit will be forfeited, and an additional $250.00 fee will be charged.

6. Ceiling fans are a high maintenance item. If a ceiling fan breaks, Lessor should have the option of replacing the fan with a light fixture instead of repair the fan.
7. Lessee shall not store any personal belongings in the basement or crawl space of the premises. Lessor is not responsible for any damage to personal belongings stored in the basement or crawl space for any reason, including, but not limited to, water damage from leaks or inclement weather.
8. No kegs or similar devices are permitted on the premises at any time.
9. If Lessee plans to be away from the premises for more than six (6) weeks, Lessee shall make arrangements for someone to run water in sinks, showers and washing machines and flush toilets to help prevent water in the P-traps from evaporating, which can lead to unpleasant sewer odors.

Lessor is not responsible for:

1. Providing **window coverings,** maintaining/replacing **light bulbs**/outside security lights, maintaining/replacing **pull-chains** on light fixtures or fans, providing/repairing doorbells, or maintaining insurance on Lessee's personal property located on the premises.

2. The safety, maintenance, or operation of fireplaces on the premises, which should not be used.

3. Injury/damage to person/property (auto, etc.) of Lessee/Lessee's guests due to fallen tree limbs.

4. The contents of the refrigerator or freezer in case of a malfunction.

5. Damage to any electrical device (computers, TVs, etc.) caused by surges, spikes or other irregularity in power supply. Lessee should obtain and use surge protectors with sensitive or expensive electrical devices.

6. Damages if a water hose from the washing machine becomes unattached or breaks.

7. Lessee shall contact Lessor prior to making any non-emergency repairs required to be completed by Lessor. **Otherwise, Lessee may be held responsible for the payment of repairs.** Lessor may be called at any time for an emergency. **IF** Lessor is unavailable during an emergency, Lessee should immediately contact one of the repairmen on the yellow sheet given to Lessee at the initial signing of the lease and take whatever action is necessary to prevent injury to persons or damage to property. An inconvenience or minor problem that can wait until the next day or next business day is NOT an emergency.

8. Lessee is responsible for all utility bills, including, but not limited to, water bills resulting from running toilets, and the monthly cost of any outside security light, approximately $20.00 per month, which will appear on Lessee's electric bill. If an outside security light is on the premises, Lessee is REQUIRED to have it hooked up; you must specifically request this when you apply to have your electricity turned on. Lessee is responsible for maintaining all other outside lighting. Lessee should check with the utility providers to determine the expected cost of utilities prior to signing a lease. Any statements by Lessor regarding the same are only estimates and should not be relied upon.

9. Lessee is responsible for the cost of all service calls, repairs, and damages caused by Lessee’s negligence. Lessee should always check fuses before calling Lessor for any electrical repair.

10. A $75.00 fee will be charged for each sub-Lessee approved by Lessor. Lessor shall have the right to require written approval of a proposed sub-Lessee from the other Lessees. The original security deposit will be held until the original lease expires; there will be no pro-rata refunds.

11. Lessee should call Lessor before visiting Lessor’s office (home) for any reason EXCEPT Lessee may deposit rent in the street mailbox at 422 University Dr., Athens, Georgia 30605 to avoid a late fee. Lessee may prefer to pay rent by mail.

12. Any washer and/or dryer units on the premises are for Lessee’s personal use only and are to be used at Lessee’s own risk. Lessor is not responsible for any damage to clothes that may result. If Lessee causes any damage (ordinary wear and tear excepted) to the washer and/or dryer units, Lessee shall, within three (3) days of written notice from Lessor, reimburse Lessor for the costs of repair and/or replacement of the washer and/or dryer units.

13. Lessor generally begins discussions regarding the process of re-leasing for the following lease term with existing lessees in August. In the event Lessor has offered to re-lease the premises to Lessee and the parties have not entered into a written extension or a new lease with Lessee on or before the first day of September, Lessor begins the process of showing the premises for pre-leasing (i.e. leasing for the term immediately following the expiration of the existing lease term) in September and typically pre-leases quickly. Notwithstanding anything herein to the contrary, there is no automatic renewal of the lease, Lessee shall have no right to renew the lease and Lessor has no obligation to offer Lessee a right to renew. The above disclosure is provided only as an indication of past practice and Lessor is entitled to deviate from this practice at any time. Lessor is not required to obtain Lessee's consent prior to pre-leasing the premises to another lessee.

14. Lessee is responsible for having all carpets professionally cleaned upon termination of the lease, and having all garbage removed from inside and outside of the premises.

15. Lessee shall remove all of Lessee's personal property at the expiration of the lease. Any items left behind shall be deemed abandoned and Lessor may sell, throw away, or otherwise dispose of such property as Lessor sees fit the morning after the lease ends and Lessee shall have no claim against Lessor as a result.

16. If all keys provided by Lessor are not returned at lease expiration, a $40.00 per lock re-keying fee will be charged. If the lease is renewed with some changes in the Lessees, Lessee shall have the locks re-keyed by Lessor as a security measure and shall be responsible for the cost. Lessee shall maintain spare keys in the Master Lock box located on the premises at all times. If Lessee uses any such spare keys for any reason, Lessee shall immediately return such keys to the Master Lock box located on the premises. If Lessee is locked out of the premises and contacts Lessor to unlock the premises, Lessee shall pay Lessor a $35.00 fee to unlock the premises per occurrence.

17. Lessee shall supply Lessor with a self-addressed envelope on checkout day for return of security deposits, which will be mailed to Lessee within 30 days after final inspection. At least one Lessee must be present for the move-out inspection, which should be scheduled not less than 10 days prior to vacating the premises. Any security deposit refund due, if any, will be mailed to you within 48 hours after inspection if you schedule your move out inspection for prior to May ___.

18. Lease may not be renewed if any fee (late fee, maintenance, etc.) is not paid within 10 days of date sent.

19. Lessor may use e-mail to transmit general information to Lessee. At times, our texting service is delayed. Lessee should place all service and repair requests in first via e-mail, then by phone, then by text (470-642-8475). All major and/or emergency repairs should be called in first and then e-mailed.

20. Landlines are not provided.

21. Any items of personal property left outside of the house for pick-up either by the general public (e.g. being marked "free" or a similar denotation) or by a specific person who purchased the same (e.g. via Facebook Marketplace or other public forum) must be picked up (i.e. removed from the premises) within 24 hours of being placed outside of the house. If any such items are not picked up within such 24 hours, Lessor shall have the right, but not the obligation, to remove such items from the premises and if Lessor removes such items, Lessee shall, within three (3) days of written notice from Lessor, pay Lessor a $200.00 removal fee per occurrence.

VERIFICATION OF GAS SERVICE

*This is to confirm that*_____.

(Lessee Name)

will start gas service in his/her name as of

_____.

(Service Date)

*at*_____.

(Rental Address)

Gas service must be established no later than October 10th or a $65.00 fee will be charged.

_____ _____

(Lessee Signature) *(Utility Person Signature)*

NOTE: You may benefit from leaving your gas service on until April 15th, as we have had occasional cold snaps in March and April in recent years.

Lessor obligations:

1. Lessor typically changes HVAC filters as needed between 9:00 A.M. EST and 2:00 P.M. EST. Lessor will e-mail you on or before the day that Lessor will change HVAC filters.

2. Lessor will have the lawn mowed no less than once a month from April through October. Lessor additionally will have the lawn fertilized when determined necessary by Lessor (typically 7 times per year). Lessor will notify Lessee by e-mail or text prior to each fertilization service. Lessee shall not walk on (or otherwise enter upon) fertilized lawns for at least 24 hours after each fertilization service.

3. Lessor will attempt to schedule repairs reported between 8:00 A.M. EST and 5:00 P.M. EST Monday-Thursday for the next workday and to have all repairs completed within three working days. However, Lessor cannot guarantee that repairs will be completed by a specific time, and requests not received before 5:00 P.M. EST on Thursday may not be completed until the following week. Keep in mind that it is always difficult to schedule workers on Saturdays and Sundays, and even more so on holidays such as Labor Day, Veteran's Day, Thanksgiving, Christmas, New Year's, the 4th of July, and Memorial Day as well as the day before or after holidays.

Lessee obligations:

1. The premises are provided to Lessee in "AS IS" condition and should be thoroughly inspected prior to occupancy and periodically throughout the term of the lease.
2. Lessee shall remove trash and debris from the yard, lot, grounds, walkways, porches, decks, driveway, etc. on a regular basis so the premises appear neat and clean at all times. Patios and balconies should not be used for storage and must be kept free of trash, trash receptacles, rugs, towels, laundry, clothing, and appliances. Only furniture designed for use on a patio should be placed outside (no old sofas or other interior furniture). No signs shall be placed on the lawn or exterior of any building, no laundry shall be hung outside, and flags, blankets, sheets, etc. should not be used for window coverings. No flags, blankets, sheets, etc. shall be displayed in the windows in a way that is visible from the exterior of the building.
3. Any seasonal decorations must be in good taste and in a good, clean condition at all times. Lessee is prohibited from putting any decorative lights on the front of the house, except, however, Christmas lights during the period commencing November 1 and ending 12/31 of each calendar year. Lessee may place reasonable decorative lights (including Christmas lights) on the back of the house. Christmas decorations shall be removed not later than December 31 of each year. Fall (or Halloween) pumpkins shall be removed no later than November 3 of each year. Other seasonal decorations shall be removed the day after the event. Notwithstanding anything herein to the contrary, Lessee shall immediately dispose of any rotting or decaying pumpkins.
4. **No pets or animals of any kind** shall be permitted on the premises at any time. If an animal is discovered on the premises in violation of this provision, Lessee shall immediately remove the animal and pay a pet fee equal to the security deposit to cover the additional cost of cleaning and pest control. Lessee shall also pay costs exceeding the pet fee caused by any such animal.
5. Lessee shall be responsible for procuring and maintaining any mailbox required for mail delivery at the premises. Lessee shall also be responsible for providing sufficient garbage cans and for paying the cost to rent a garbage can from the Athens Clarke-County Water Department.

   All garbage must be placed in plastic bags and tied shut before being placed in the garbage cans. **(Garbage and recycling pickup is scheduled for Tuesdays.)** Garbage cans may only be placed by the road for collection between 6:00 p.m. the day before collection and noon the day after collection as required by Athens-Clarke County Code § 5-2-14. Lessee shall not place any excess garbage bags around the garbage can unless Lessee has obtained an Athens-Clarke County sticker permitting such excess garbage bags in each instance. If any garbage cans are left by the road past 12:01 p.m. the day after collection, Lessor may return the cans to the appropriate place and charge Lessee a $25.00 fee per occurrence, which payment shall be due

and payable three (3) days after Lessee receives written notice of such fee. Tenant shall also be responsible for any fees imposed by Athens-Clarke County. Lessee shall be responsible for promptly picking up and disposing of any garbage spills left by Athens-Clarke County in connection with garbage collection.

6. The thermostat should be kept at 68 degrees in the winter and 78 degrees in summer for maximum energy efficiency. If the air-conditioning thermostat is set below 70 degrees, the compressor may freeze and any resulting damages shall be Lessee's responsibility.

7. Window screens should never be removed and Lessee shall be responsible for replacing broken windows and any missing window screens.

8. Lessee is responsible for installation, repair, and maintenance of all cable jacks, which shall only be performed by a licensed technician at Lessee's expense. No do-it-yourself lines/jacks.

9. Lessee must follow Lessor's instruction sheet for preventing frozen water pipes. Lessee shall be responsible for the cost of repair and for all water or other damage resulting from frozen pipes if Lessee does not take proper precautions for preventing frozen pipes (the thermostat setting should not be below 65 degrees).

10. Lessee is responsible for stopped up pipes after the initial seven (7) days of occupancy unless caused by roots in the main line. Do not flush sanitary products, paper towels, Kleenex, cotton balls, Q-Tips, dental floss, whitening strips, cleaning wipes, hair, makeup remover wipes, excessive amounts of toilet paper, etc. Remove items that accidentally fall into the toilet instead of flushing. These items will eventually stop up lines. Lessee should regularly use a product similar to Liquid Plummer to prevent stopped up sinks and bathtub drains. Plumber fees START at $105/hour and increase dramatically after 5:00 P.M. EST and on the weekends. Lessee shall be charged any plumber fees incurred by Lessor, except for those that are Lessor's responsibility as provided in the lease and these Rules and Regulations. Never put grease, oil, or food scraps down the drains.

11. Lessee must promptly notify Lessor by telephone and in writing if door locks or outside fixtures need repair. Lessee is responsible for any damage or repair costs to doorknobs and door locks due to Lessee's negligence, or that occurs more than 10 days after Lessee moves in whether due to Lessee's negligence or not.

12. Bathrooms shall be cleaned frequently with a bathroom cleanser, especially the bathtub, shower, tile and sink, to keep the bathroom in good condition, including, without limitation, free of mold and mildew, at all times. Shower curtains must be properly used to prevent water accumulation on the floor and the formation of mildew. Lessee will be responsible for the cost of repairing any water damage. Do not change any shower nozzles without permission, and you will be required to replace the original fixture prior to move out.

13. The premises are not to be used for the temporary storage of furniture/furnishings for friends.

14. Lessee shall be responsible for pest control and for maintaining the premises in a pest-free condition at all times. Even the cleanest of homes can be infested with pests, especially during extreme temperature changes, dry conditions, or heavy rains. It is helpful to keep a can of insect spray on hand to use around doors, windows, and other entry areas as needed. However, household pest control products may not kill everything, and most insect eggs are unaffected by chemicals until they hatch and are then killed by residual poison, hopefully before maturing to a reproductive stage. Lessee expressly acknowledges that (i) Lessor is not responsible for controlling mosquitos or other flying insects, whether inside or outside of the house, and (ii) Lessor is not responsible for controlling bedbugs or german roaches, whether inside or outside of the house.

American Pest Control INC

706.546.1490
3145 Atlanta Highway
Athens, GA 30606

LESSOR WILL STILL SPRAY YOUR HOUSE QUARTERLY (AMERICAN PEST CONTROL INC)

15. If more than one individual comprises Lessee, all individuals constituting Lessee shall appoint a single individual for purposes of calling and/or texting Lessor for maintenance or otherwise requests under the Lease. Notwithstanding the foregoing, in the case of an emergency, if such individual is not available, any individual comprising Lessee is encouraged to contact Lessor. In the event of any conflict between this Section 15 and Section 27 of the Lease, Section 27 of the Lease shall govern.

FROZEN PIPES

Lessee shall be responsible for leaks, frozen water pipes, water damage, and for Lessee's water bill if a leak does occur. Lessee shall be responsible for damage to floors or other damage resulting from water leaking or overflowing from appliances such as a dishwasher or washing machine.

*The above only applies if the Lessee is negligent and does not follow the procedures for avoiding frozen pipes.

1. When the temperature could dip below 30 degrees, at least two inside faucets in the bathrooms and/or kitchen should be left dripping (no more than the width of a match stick, not gushing) to allow water to flow through the pipes. If your house has two stories, an additional third faucet should be turned on from the second floor. **The inside faucets should drip lukewarm water so both hot and cold pipes will move water. Do not use hot water or the water heater could be damaged by prolonged use.** In addition to dripping faucets, Lessee should run the washing machine and dishwasher in accordance with instructions provided by Lessor. Lessee is responsible for ensuring that drains under any faucets being dripped pursuant to this Section 1 are open and clear at all times.

Caution: Do not allow water from outside faucets to flow into street. This creates a very dangerous situation.

2. Lessor will be responsible for insulated covers to go on the faucets outside. If, at any time, Lessee removes any insulated cover, Lessee shall be responsible for immediately (and properly) replacing such insulated cover over the faucet.

3. Open the sink cabinet doors to allow heat from the room to enter the area around the pipes.

4. Check all faucets before going to bed and first thing in the morning to be sure they are all still dripping and do not forget the washing machine. Please call the Lessor immediately if you have or think you have a frozen pipe, regardless of the time.

5. Water hoses connected to an outside faucet are a guarantee for broken pipes so PLEASE disconnect hoses from outside faucets.

6. If the hot water heater leaks or a hot water pipe breaks, immediately shut the valve off at the top of the water heater, next **switch the hot water heater circuit breaker off** at the breaker box, then call the Lessor at (470) 642-8475. If you do not turn the hot water heater circuit breaker off, the elements could burn out.

NOTE: Never set the heat to less than 65°, especially if you leave town for a few days during the winter because the water pipes could freeze and burst.

CHECKLIST FOR LEAVING TOWN FOR A FEW DAYS

If everyone is going to be out of town for a few days, please follow this checklist:

1. Request that USPS hold your mail via the USPS website (USPS Hold Mail Service).

2. Call each newspaper you receive at least three days ahead of time and ask them to stop your delivery with a beginning date and ending date. A pile of newspapers in front of your house is an invitation for a break-in.

3. Make sure the last person to leave checks the stove, oven, electrical appliances, ceiling fans, computers, Christmas lights, and all other lights and electrical switches to be sure they are turned off. You may want to leave an outside light on and put an inside light on a timer so it will appear that someone is home. Before leaving town, it is **very** important not to leave your home with the dishwasher or washer running (for risk of flooding), or your dryer running.

4. Make sure all doors and windows are locked.

5. Be sure all garbage cans and recycling bins are secured so that no trash will be spilled or scattered.

6. Take out all kitchen garbage (leaving garbage during an extended absence may attract pests or produce odor).

7. **DO NOT** set the heat below 65 in cold weather or above 80 in hot weather.