Tri-City Realty Services, Inc.

P. O. Box 1133 • Senoia, GA 30276 (770) 461-3525



1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This agreement dated _______ is between Tri-City Realty Services, Inc. (hereinafter called "Management") and

_____(hereinafter called "Resident").

Management leases to Resident, and Resident leases from Management, the Property being known as:

The Property shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to lease. Property shall be used so as to comply with all state, county and municipal laws and ordinances. Resident shall not use Property or permit it to be used for any disorderly or unlawful purpose.

Resident may not sub-let Property or assign this Lease without written consent of Management.

1.2 LEASE DURATION

TERM:

The initial term of this lease shall begin on _____(commencement date) and shall run through the end of ___

If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages of delay in possession.

1.3 RENTS AND CHARGES

Rent is payable monthly in advance at a rate of (______) per month, during the term of this agreement on the **first** day of each month online by ACH deposit. If occupancy begins on the 2nd day through the last day of any month, prorated rent, based on the days of occupancy, shall be paid on the first day of the first full month of the Lease Agreement. Payment must be made online.

ALL RENT PAYMENTS WILL BE APPLIED TO THE OLDEST OUTSTANDING CHARGES.

LATE CHARGE:

Time is of the essence of this agreement. *If Management elects to accept rent after the first (1st) day of the month, an additional rent amount of ten percent (10%) of the monthly rent will be due.* If Rent remains unpaid on the 5th day of any month, a Dispossessory Warrant may be filed for possession of the Premises at an additional charge to the Resident. If the bank returns a check unpaid, an additional charge of \$50.00 will be due to cover the expense of processing. All late payments must be paid in the form of cashier's check, certified check or money order. *THIS PARAGRAPH IS STRICTLY ENFORCED.*

OTHER CHARGES:

Resident shall pay an Administrative Fee of \$35.00 for any Lease Amendment required by the Resident.

Resident shall pay a processing fee of \$100.00 at the time of any renewal or extension of this Lease Agreement.

1.4 SECURITY DEPOSIT

SECURITY DEPOSIT:

Resident shall pay to Management ______as security for Resident's fulfillment of the conditions of this agreement. This amount is due and payable after the Move-in inspection has been completed and before possession is delivered to the Resident. Deposit to be placed in

Management's escrow account Enterprise Bank & Trust. Interest earned from said account to accrue to Management. Deposit (less <u>\$</u> turn-over fee) will be returned to Resident within thirty (30) days after Property is vacated if:

Lease term has expired, or agreement has been terminated by both parties; and

All monies due to Management by Resident have been paid; and

Resident returns all keys and provides a forwarding address to Management; and

Property is cleaned and debris and all personal belongings have been removed; and

Property is not damaged and is left in its original condition, normal wear and tear excepted.

Deposit may be applied by Management to satisfy all or part of Resident's obligations (including Resident's obligations under the Rules and Regulations of this lease) and such act shall not prevent Management from claiming damages in excess of the deposit. Resident may not apply the deposit to any rent payment without approval of Management.

Management shall reasonably interpret the Lease to ensure that the Security Deposit is properly disbursed. If there is a bona fide dispute over the Security Deposit, Management may, at its election, after notice to the parties having an interest in the Security Deposit, interplead the funds into a court of competent jurisdiction. Management shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorney's fees actually incurred.

1.5 UTILITIES

As of commencement date of this Lease Agreement, Resident will be responsible for payment of all utilities to include garbage, water, and sewage charge, electricity, and gas, even if the bills remain in the Landlord's name. *Resident agrees to continue utilities for three days after Lease Termination Date.*

1.6 RESERVATION FEE

Acceptance of this fee does not constitute consideration for the lease and the offer to lease is not binding until approval in writing. If applicant is approved, the reservation fee will be converted to the first month's rent upon completion of the lease. If applicant withdraws his application prior to approval or is not approved, the reservation fee will be refunded except for the non-refundable application fee. If applicant is approved and does not take possession, the reservation fee shall be forfeited in full settlement of damages and the applicant will not be liable for further rent.

RESERVATION FEE ______ payable to Tri-City Realty Services and paid within 24 hours of Lease Approval.

1.7 ADMINISTRATIVE FEE

Resident shall pay \$200 Lease administrative fee within 24 hours of Lease Approval.

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By initialing below, you acknowledge and agree to the terms in Section 1.

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2. Policies and Procedures

2.1 MOVE-IN/MOVE-OUT INSPECTION

Prior to occupancy, Resident will be given the right to inspect the Property to document its existing condition, in accordance with Georgia law, and shall note in writing on the Move-in/Move-out Inspection Form any existing damages to the Property. Resident is encouraged to report every condition on or about the Property at the time of move-in no matter how slight to establish the condition of the Property. Photos may be taken by the Landlord prior to Resident's occupancy. Landlord and Resident agree that the photos coupled with the move-in inspection shall establish the condition of the Property upon move-in in the event of any subsequent dispute. By their signatures to this Lease, each person entitled to occupy the Property pursuant to this Lease agrees to be and hereby is bound by the inspection performed by the Resident(s) who actually signs the Move-in or Move-out Inspection Form. Within three (3) business days after the date of the termination of the Lease Agreement, Landlord or Management will inspect the Property and compile a comprehensive list of any damages done to the Property during Resident's occupancy. Resident shall have the right to inspect the Property within five (5) business days after termination of Resident's occupancy to ascertain the accuracy of the list. Landlord or Management and Resident shall sign the list. Resident must sign said list or sign a written statement listing the items to which he dissents.

Management shall deliver the Move-Out Statement, along with the balance, if any, of the Security Deposit, to the last known address of the Resident via first class mail. If the letter containing the payment is returned to Management undelivered and Management is unable to locate the Resident, the payment shall become the property of Management 90 days after the date the payment was mailed.

RentCheck Holdings Inc, is a 3rd party vendor that is used for property inspections. It's purpose is to ensure that monetary assessments are assigned fairly by both the Resident(s) and Landlord in regards to the physical wellbeing of the dwelling. The Landlord requires that the inspections listed and those not listed but assigned during tenancy be completed within the expressed deadline set by the Landlord, or the Resident(s) could be submitted to a Lease violation or fine schedule unless express written permission from the landlord is given prior to the deadline. Inspections can include but are not limited to move ins, move out, annual, periodic, exterior, and maintenance." Management retains the right to request and/or complete periodic inspections upon reasonable notice to Resident, or Resident could be submitted to a Lease violation. In the event that Resident does not complete any requested RentCheck inspection, Resident shall pay Management a service fee of \$100 per occurence.

2.2 RENEWAL TERM

No month-to-month extensions of this Lease will be allowed. A lease renewal may be negotiated sixty (60) days prior to the end of this agreement. Absence of an executed renewal, prior to the end of this term, shall be taken as notification that the premises will be vacated by the end of this Lease. If Resident remains in possession of the premises past the expiration date, without a signed Lease, there shall be an automatic fifty-percent (50%) increase in the monthly rent.

2.3 EARLY TERMINATION

Resident may terminate this agreement, prior to the expiration date, by:

Giving Management not less than forty-five (45) days written notice, plus

Paying all monies due through date of termination, plus

Paying an amount equal to one month's rent, plus

Returning Property in a clean, ready-to-rent condition, plus

Paying an administrative fee of \$100.00.

Resident expressly acknowledges that the additional one month's rent and the administrative fee are due at the time written notice is tendered to Management and that any costs incurred by Management in restoring the property to a clean and ready-to-rent condition (except only damages existing prior to Resident's occupancy which are noted on the move-in inspection report) shall be deducted from Resident's security deposit.

2.4 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract.

2.5 RESIDENT BENEFITS PACKAGE

All parties acknowledge and agree to the terms of the Resident Benefit Package Lease Adendum which is a part of this agreement.

By initialing below, you acknowledge and agree to the terms in Section 2.

Initial Here

3. Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the Property as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

3.2 REPAIRS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

Management will make necessary repairs to Property with reasonable promptness after receipt of written notice from Resident **for major deficiencies**, **which create unsafe or untenable condition**. Major repairs shall include: electrical, plumbing, heating, cooling, built-in appliances or structural defects.

Resident shall make or cause to be made all incidental repairs other than above, including but not limited to: replacement of batteries in smoke alarms, garage door controls and other household devices, changing light bulbs, resetting circuit breakers and ground fault interrupter (GFCI) switches, lighting pilot lights and clearing clogged/jammed garbage disposals. If a service call is made by an outside contractor for assistance with minor maintenance, Resident agrees to pay the cost of said service call. Resident shall be responsible for any damage to pipes or premises caused by freezing pipes due to Resident's negligence.

If any damage, beyond normal wear and tear, is caused by Resident or his guest or licensees, Resident agrees to pay Management the cost of repair with the next rental payment.

Management shall respond to an emergency maintenance request as soon as possible. For the purposes of this Lease Agreement, emergency maintenance is defined as fire, flood and uncontrollable water, backed up sewer or electrical problem endangering life. Tenant is directed to call 911 for emergencies causing immediate danger.

3.3 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

During the last 60 days of occupancy, Management may install a lock-box and sign and show the Property during reasonable hours. Management will attempt to notify Resident, but has no obligation to do so. In the event Management installs a lockbox, Resident agrees to use prudent judgment in securing jewelry and other valuables and agrees to hold Management harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$50.00 as liquidated damages, it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable estimate of Landlord's damages rather than a penalty.

If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person.

3.4 MOVE-OUT

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the Property; determine any security deposit deductions; and remove property left in the Property. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

Charges

You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Deposit Refund

We will mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

3.5 RULES AND REGULATIONS

The Resident agrees to maintain the Property in as good state as he finds it, reasonable wear and tear excepted. GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.

Resident shall keep the lawn mowed, edged, watered and free of weeds, shrubs trimmed and watered, drains clear, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and Fall leaf season), and shall keep the Property, including yard, lot, grounds, house, walkways and driveway clean and free of rubbish.

Resident shall be responsible for maintaining batteries in working order in smoke alarms but shall notify Management should smoke alarms need repair other than batteries.

Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors of Property without written permission of Management.

Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by Management at the expense of Resident owning same, for storage or public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management thereafter.

Storage: No goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Resident's risk and management shall not be responsible for any loss or damage.

Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.

Resident accepts responsibility for properly operating the heating and air systems, including but not limited to pilot lights and filters. Resident shall change the HVAC filters quarterly.

Resident agrees to abide by any and all protective covenants or other regulations as set forth by the subdivision or condominium association of the community. Resident will be responsible for any fine imposed by the community as a result of the Resident's violation.

Pest Control: All treatment for insects including but not limited to ants, roaches, and spiders shall be the responsibility of the Resident. Management shall be responsible for termite treatment and rodent control.

Smoking is not permitted inside the property.

3.6 PROPERTY LOSS

Management shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's negligence. *Resident shall carry tenant insurance to protect household goods and personal belongings, as well as*

liability insurance during the term of the Lease. Proof of insurance is required to be submitted at the time the Security Deposit is paid.

By initialing below, you acknowledge and agree to the terms in Section 3.



4. General Clauses

4.1 AGENCY

Tri-City Realty Services, Inc. is authorized to manage the Property and is the agent for service of notice under this Agreement. Address for Notice is P. O. Box 1133 Senoia, GA 30276. Management is a licensed real estate broker acting as agent for the Landlord in this lease transaction and for which agency services Management will be paid by the Landlord. Georgia Real Estate License H3595. Broker Cindy Rampley - Georgia Real Estate License 36099.

4.2 LEAD-BASED PAINT

For any dwelling located on the Property built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference.

4.3 INDEMNIFICATION

Resident releases Management from liability for and agrees to indemnify Management against all losses incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about Property to Resident's invitees or licensees or such person's property; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against Property as a result of Resident's action.

4.4 FAILURE OF MANAGEMENT TO ACT

Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation

4.5 REMEDIES CUMULATIVE

All remedies under this agreement of by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident, *Resident shall pay to Management all expenses incurred in connection therewith including but not limited to dispossessory fees of* 15% *of the delinquent amount.*

4.6 NOTICES

Any notice required by this agreement shall be in writing and shall be deemed to be given if delivered (1) in person or (2) mailed by registered or certified mail or (3) by facsimile transmission (FAX) or (4) electronically. If the term "Resident" includes more than one person, such notice shall be conclusively deemed to have been given to all such persons when such notice is given to any one of such persons.

4.7 NOTICE OF PRIOR FLOODING OF PREMISES

Landlord hereby notifies Tenant as follows: Some portion or all of the living space on the Property has______or has not__X___been flooded at least three (3) times within the last five (5) years immediately preceding the execution of this Lease.

4.8 MORTGAGEE RIGHTS

Resident's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt, which is now or shall hereafter be placed on Property. If requested, Resident shall execute promptly any certificate that Management may request to specifically implement this paragraph.

By initialing below, you acknowledge and agree to the terms in Section 4.

X_____ Initial Here

5. Special Stipulations

5.1 -			
-			
5.2 - N/A			
-			
5.3 - N/A			
5.4 - N/A			
-			

By initialing below, you acknowledge and agree to the terms in Section 5.



6. Sign and Accept

6.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

Resident Benefits Package Lease Addendum

This Resident Benefits Package Lease Addendum ("RBP Addendum") is effective as of the commencement date of the Lease and agreed upon between the Tenant and the Landlord. The RBP Addendum provides the terms and conditions of the Tri-City Realty Services Resident Benefits Package ("RBP") that delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$49.95/month ("RBP Fee"), payable with Rent and defined as Additional Rent. The RBP includes all services listed below and no discounts to the RBP Fee will be given if any element(s) of the RBP is discontinued and/or unavailable due to a lack of HVAC, property-specific limitations, availability of services, or any other reasons, unless otherwise specified below.

Tenant and Landlord mutually agree that the RBP is defined based on the listed services below and variations of inclusions may exist due to property specifications and elections requested by Tenant. Tenant acknowledges and agrees that (1) all services listed below are part of the RBP, (2) are made at the Tenant's request and shall be effective for the Term of the Lease, and (3) shall terminate only upon termination of the Lease, or upon the renewal of the Lease without the inclusion of RBP.

• HVAC Filter Delivery: The RBP shall include the provision and delivery of HVAC filters for the Tenant's home approximately every 90 days, or as required by your HVAC system. Tenant shall be solely responsible for the proper installation of the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by the Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify the Landlord in writing. Due to potential damage caused to the HVAC system from failure to properly and timely replace the filter, Tenant's failure to properly and timely replace the filters shall be considered a material breach of the Lease and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. If at any time Tenant is unable to properly or timely install a filter, Tenant and Landlord shall arrange for installation and may charge a trip fee, or other fee, to Tenant to perform the filter change. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package. Tenant acknowledges and agrees that the delayed receipt of HVAC filters, or inaccuracy of shipment, shall not cause a reduction or modification to the RBP Fee.

OMove-in Concierge Service: The RBP shall include a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation (collectively, the "Move-in Services"). Tenant acknowledges that the concierge service provided herein does not guarantee connectivity, account setup, rates, fees, and availability of the Move-in Services, and that all Move-in Services are subject to the approval of the Tenant by the third parties providing such services. Tenant maintains the right at any time to facilitate Tenant's own activations of the Move-in Services, and such action by Tenant shall not reduce or modify the RBP Fee. Tenant agrees to abide by all applicable lease and property restrictions and guidelines applicable to the Move-in Services.

OResident Rewards: The RBP shall include access to a resident rewards program ("Rewards") designed for use by the Tenant. Rewards are solely accessible online and are activated, and used, at Tenant's sole discretion through use of a mobile application provided by the Rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of the Landlord. The Rewards shall be subject to Tenant's acceptance of the Rewards provider terms of use. Tenant acknowledges that the Rewards online platform may be inaccessible due to, but not limited to, scheduled outages, force majeure, internet failures, among other reasons. Tenant acknowledges and agrees that the inaccessibility of the Rewards for a period of less than thirty-one (31) days shall not cause a reduction or modification to the RBP Fee.

• Credit Building: Tenant agrees to, and Landlord shall provide, credit bureau reporting of payment history of Rent payments, excluding payment of Additional Rent or any other services paid by Tenant under the Lease, through a third-party service provider. For any disputes, and/or corrections, Tenant acknowledges and agrees to seek resolution first with the third-party credit data furnisher, and in the absence of resolution, then from the Landlord. Tenant acknowledges and agrees that the inaccurate reporting, or lack of reporting, shall not cause a reduction or modification to the RBP Fee.

DISCLAIMER: THE CONTENTS OF THIS DOCUMENT ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY. SECOND NATURE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, VALIDITY, ADEQUACY, RELIABILITY OR COMPLETENESS OF THE CONTENTS OF THIS DOCUMENT. IT IS RECOMMENDED THAT YOU REVIEW THIS DOCUMENT WITH YOUR LOCAL ATTORNEY TO ENSURE APPLICABILITY AND SUITABILITY FOR YOUR BUSINESS.

Liability Insurance Requirements & Program:

The Landlord requires the Tenant obtain liability coverage of at least \$100,000 in property damage and liability coverage from an A-rated carrier and to maintain such coverage throughout the entire term of the Lease. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the RBP; or (2) obtain alternative liability coverage from an insurer of Tenant's choice that meets the requirements set by the Landlord herein. The option Tenant chooses shall not affect whether Tenant's lease application is approved or the terms of Tenant's Lease. Tenant's selection is listed below:

□ Option 1: If selected, Tenant has elected to be automatically enrolled into an insurance policy as part of the RBP. Coverage will begin on the effective date of Tenant's lease and continue throughout the term of the Lease. Please refer to the evidence of insurance that is supplied by Tri-City Realty Services for additional coverage details. The monthly premium for the elected insurance policy is \$10.95.

□ Option 2: If selected, Tenant has elected to find, purchase, and maintain Tenant's policy that satisfies the Landlord's coverage requirements. The RBP Fee will be adjusted accordingly. Visit <u>http://insurance.residentforms.com/</u> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord. The RBP Fee will be adjusted by the premium amount in the policy.

Please be sure that your policy meets the following criteria prior to submitting:

- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and personal liability
- Tri-City Realty Services is listed as additional interest
- Tri-City Realty Services address is listed as: PO Box 660121 Dallas, TX 75266

It is Tenant's sole responsibility to timely pay premiums directly to the Tenant's insurance provider to avoid cancellation of coverage. If the policy is canceled or lapses at any time during the term of the Lease, Tenant shall be subject to a lease violation fee of \$25 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

● \$1M Identity Protection: Tenant has elected to be automatically enrolled in Identity Protection and agrees to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.

• Home Buying Assistance: Tenant acknowledges that Landlord is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the RBP for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate agreement outside of this Lease.

• On Demand Pest Control: Tenant has elected to be automatically enrolled in the following On Demand Pest Control service, pursuant to the terms and conditions provided under <u>www.pest.residentforms.com</u> and considered as part of the Lease:

□ Pest Assurance Plus

Additional Terms and Conditions

24-Hour Maintenance Coordination Service: Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

Online Portal Access: Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

Multiple Payment Methods: All rental payments can be paid using a variety of methods available under the Tenant's portal. Available methods include ACH, debit and credit cards, along with participating retailers (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees associated with payments methods are at the Tenant's expense.

RBP Vendors: Landlord, and/or Tri-City Realty Services may have business relationships or affiliations with vendors and suppliers of RBP services or products provided herein and may receive financial or other benefits from that relationship or affiliation. Landlord, and/or Tri-City Realty Services, will ensure all third-party vendors are licensed, bonded, and insured, if applicable.

Data Privacy Consent: Tenant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Tenant's personally identifiable information, including sensitive information, to include, but not limited to, Tenant's name, address, telephone number (home, work and mobile numbers), date of birth, driver's license number, social security number, banking and other financial information, including credit card numbers (collectively, the "Tenant Data") by the Landlord, and its service providers, subcontractors, and agents (individually or collectively, the "RBP Provider(s)") for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data may be transferred to any RBP Provider implementing, managing, and performing the RBP, now or in the future. The Tenant authorizes the RBP Providers to receive, possess, use, retain and transfer the Tenant Data, in electronic or other form, for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data will be held by the RBP Providers only as long as is necessary or appropriate for implementing, managing, and performing the RBP. The Tenant understands that Tenant Data will be held by the RBP Providers only as long as is necessary or appropriate for implementing, managing, and performing the RBP. Further, the Tenant understands that the Tenant is providing the consents herein on a purely voluntary basis. Landlord represents and warrants that it shall comply with applicable data protection laws.

Consent to Receive SMS Messages: Tenant consents to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from the Landlord and the RBP Providers at the specific number(s) provided to the Landlord, with service-related information, account information or questions, and/or marketing information. The Tenant represents that the Tenant is permitted to receive calls and text messages at the telephone number provided to the Landlord by the Tenant. Standard message and data rates may apply. SMS messaging services may be modified from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to the Tenant.

Upon the signature of the Landlord and the Resident(s) below, the above-mentioned RBP Addendum shall be considered as part of the Lease and legally binding on all Parties.

Tenant

Date

Date

Landlord, and/or Landlord's Agent

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