



EAST & WEST INVESTMENTS, INC.
VALDOSTA, GEORGIA

BOARDING HOUSE CONTRACT

- 1. CONTRACT.** This contract is made and entered this 23 day of March, 2016 between East & West Investments, Inc., hereinafter designated as “Boarding House Administration”, and Joel Desmond known jointly and severally as “Boarder”, in consideration of mutual covenants herein set forth.

INITIAL HERE _____

- 2. RENTAL PREMISES.** Witnessed that said Boarding House Administration, in consideration of rents and covenants hereinafter stipulated to be paid and performed by said Boarder, does hereby demise, let and Rental unto said Boarder the following described premises known as Room # Yellow Bedroom located at 1130 E 33rd St. Savannah, GA located in Chatham County, Savannah, Georgia 31404 and all appurtenances thereto belonging, including any furniture, appliances and plumbing now located in said premises, all being hereinafter collectively referred to as the “Property”. The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the county in which the Property is located and is made a part of this Agreement by reference.

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- 3. TERM.** To have and to hold the same to Boarder for and during the term of Two (2) months Five (5) days, beginning on March 25, 2016, and ending June 5, 2016, under the pursuant agreement, covenants, terms and conditions which are hereby agreed by the Boarding House Administration and Boarder and hereinafter set forth. If the initial term begins on the 2nd day through the 19th day of any month, prorated rent shall be paid at the time of leasing the Property. If the initial term begins on the 20th through the last day of the month, prorated rent shall be paid together with first full month’s rent in advance. This Rental will commence on the end date unless the Boarder gives 60 days advanced notice to renew. All returned keys must be signed by Boarding House Administration and Boarder to confirm day of keys returned which should be the last day of the rental. The schedule for payment shall be as follows:

- On or before March 25, 2016 = Earnest Money / Security Deposit (\$450.00)
- On or before March 25, 2016 = \$ 90 (for prorated first month’s rent: 3/25/16 - 3/31/16)
- On or before April 1, 2016 = \$450 (for second month’s rent: 4/1/16-4/30/16)
- On or before May 1, 2016 = \$450 (for third month’s rent: 5/1/16-5/31/16)
- On or before June 1, 2016 = \$75 (for prorated fourth month’s rent: 6/1/16-6/5/16)
- Etc.. until end of term, for Spring Quarter.

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4. **RENEWAL.** This Rental will commence on the end date unless the Boarder gives 30 days advanced notice to renew. All returned keys must be signed by Boarding House Administration and Boarder to confirm day of keys returned which should be the last day of the rental.

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5. **RENT.** Boarder shall pay rent to Boarding House Administration monthly, in advance, at a rate of Four-Hundred-and-Fifty Dollars (**\$ 450.00**) per month, during the Rental Term, **on the first day of each month**, by Check, Automated Bank Transfer, Banker's Check, Cashier's Check, or Money Order. All rents shall be Payable without prior notice or demand to East & West Investments, Inc., routed to the following bank account information: **Bank of America 06100052 (paper & electronic routing number) and 003268494350 (account number) or Wells Fargo 061000227 (routing) and 8100447906 (account), Emily Gung (account name)**; or at the following address: **East & West Investments, Inc., at 2529 North Ashley Street, Valdosta, GA 31602** (or at such other place as may be designated from time to time by Boarding House Administration in writing). Mailing the rent does not constitute payment. Rent is due on the first, late on the sixth or thereafter and must be received at the address set forth herein to be considered paid. If the Boarder moves out of said premises before the Rental end date, the Boarder shall be obligated to pay the full term of the rental amount of **\$ 1,065.00**.

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6. **LATE PAYMENT; SERVICE CHARGE FOR RETURNED CHECKS.** Boarding House Administration has no obligation to accept any rent not received by the first of the month. Boarder shall be considered in default under the terms of this Rental if rent is not received before the 1st day of the month. A LATE FEE of \$35.00 after the 5th of the month and \$1.00 each day thereafter will charged. Also, Boarder is required to pay to the Boarding House Administration for all monthly rental installments of \$100.00 or more, the delinquency fee of Ten (10%) percent of said monthly installment, and for all rental amounts less than \$100.00 per month the delinquency fee will be Fifteen Dollars (\$15.00), Boarding House Administration will charge to the Boarder \$35.00 for all returned checks. Should Boarder submit more than one check which is returned marked "insufficient funds" or any check marked "account closed", Boarder will be required to pay all future rental payments by Cashier's Check, Banker's Check, or Money Order, or Boarding House Administration may elect to terminate the Rental.

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7. SECURITY DEPOSIT

- A. The total sum of the Security Deposit will be **\$ 450.00*** by money order and /or check, and receipt will be given upon receipt of the said amount. This security deposit is for the purpose of securing the performance of each and every covenant and agreement required to be performed by the Boarder under this agreement. Boarding House Administration shall have the right, but not the obligation, to apply the security deposit in whole or part toward the payment of any unpaid rent or other amount due because of any unperformed covenant or agreement by Boarder, in the manner provided by law, but such application shall in no way relieve Boarder from any liability to Boarding House Administration which exceeds the amount of the security deposit. In the event of non-payment of any dues, Boarder acknowledges and agrees that Owner/Boarding House Administration shall have the right to use the Security Deposit for whatever Boarding House Administration sees fit.
- B. In the event that the Boarder for whatever reason vacated the premise, the Security Deposit will be withheld for thirty (30) working days after returning all keys by Boarder. This is to allow ample time for the inspection of the premises and to process move-out forms and checks. Such Security Deposit will be returned only if :
1. Rental term has expired or Rental has been terminated in writing by both parties; and
 2. All monies due to Boarding House Administration by Boarder has been paid; and
 3. Property is not damaged and is left in its original condition, normal wear and tear excepted; and
 4. All keys have been returned; and
 5. Boarder is not in default under any of the terms of this Rental.

- C. Deposit may be applied by Boarding House Administration to satisfy all or part of Boarder's obligations and such act shall not prevent Boarding House Administration from claiming damages in excess of the deposit. Boarder may not apply the deposit to any rent payment.
- D. Boarding House Administration may use, apply or retain all or any part of the Security Deposit to the extent required for the payment of any sum which Boarder owes Boarding House Administration hereunder, or for any sum which Boarding House Administration may expend for actual damage arising out of or related to Boarder's abandonment of the Property or default in respect to any of the terms or provisions of this Rental (provided Boarding House Administration attempts to mitigate said actual damages) and including, but not limited to any repair, replacement, cleaning or painting of the Property rendered necessary or desirable by reason of the negligence, carelessness, accident or abuse by Boarder or the invitee, guests, or members of Boarder's household beyond ordinary wear and tear, or to pay or apply against any other amounts owed by Boarder to Boarding House Administration as permitted by law.
- E. Boarder recognizes and accepts the risk of depositing the Security Deposit with the Boarding House Administration, and waives any right to be notified by written statement by the Boarding House Administration setting forth the reason for the retention of any portion of the Security Deposit. Boarder shall elect to provide Boarding House Administration with a written request for any portion of the Security Deposit to be refunded. The use and application of the Security Deposit therefore by Boarding House Administration shall at all times be at the discretion of the Boarding House Administration. The appropriation of all or part of this Security Deposit shall not be an exclusive remedy for Boarding House Administration, but shall be cumulative, and in addition to all other remedies of Boarding House Administration at law or under this Rental. The Security Deposit may not be applied by Boarder to rent.

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13. MOVE-IN / MOVE-OUT INSPECTION. At the time of possession, Boarder will be given a period of 10 days from the first move-in date, to inspect the Property, in accordance with Georgia Law, and note in writing on a Move-In Move-Out Inspection Form, attached hereto any existing damages to the Property. If no form has been attached hereto, Boarder hereby accepts the condition as is. Boarder accepts the premises subject to and subordinate to any existing or future recorded mortgage, deed of trust or other lien applicable to the premises or its contents. Boarder shall use reasonable diligence in the care of the premises. If Boarder moves from premises prior to the expiration date, Boarder shall be subject to the conditions set forth in this agreement. Georgia State Laws will govern the return of the security deposit. Cleaning shall be in accordance with Boarding House Administration's written MOVE-OUT CLEANING INSTRUCTIONS. Boarder must arrange with Boarding House Administration's representative for prompt inspection using the MOVE-IN INVENTORY AND CONDITION FORM (Request Copy). Premise not returned in same-as or better condition will result in charges against the Security Deposit.

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14. REPAIRS. Boarder acknowledges that he has inspected the Property and accepts the condition as is. Boarder shall keep the Property in good, clean and habitable condition and at its expense free of insects, rodents, vermin and other pests. Boarding House Administration's main obligations shall be towards keeping of the foundation, structural walls, and roof of the Property, but both parties shall work together and reasonably, to address all needed repairs and replacements (including replacement of cracked or broken glass, plate, glass windows, doors, door closure devices and other exterior openings; window and door frames, molding, locks, and hardware, lighting, heating, air-conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures, decoration, make all utility repairs in ducts, conduits, pipes, and wiring, and clear up any sewer stoppage located in, under, and above the Property; and interior painting or other treatment of exterior walls), with an understanding that the Boarding House Administration's Home Warranty may be utilized to mitigate any repairs or replacements. Boarding House Administration, however, shall not be required to make any repairs, either caused by accident or caused by the act or negligence of Boarders or of its family members, guests, or neighbors. If such acts or negligence occurs, and the Boarder does not make a required repair within ten (10) days after it receives Boarding House Administration's written notice, Boarding House Administration may make the repair without liability to Boarder for resulting loss or damage to Boarder's stock or residence. In that case, Boarder shall pay to Boarding House Administration upon demand, as additional rent under this Rental, the cost of repairs plus the maximum contractual interest (not to exceed one and one-half percent (1.1/2) per month) that Boarding House Administration could charge

to Boarder for a comparable loan in the state where the Property is located. Such interest shall accrue continuously from the date of payment by Boarding House Administration until repayment by Boarder. Upon expiration of the Rental or when moving-out, Boarders shall surrender the Property good or better condition as when received, with an exception made to reasonable wear. Applicable interior care is to be provided by the Boarder, including cleaning all dishes, steam-cleaning / laundry or dry cleaning all fabrics and linens, including bed sheets, shower curtains, window curtains, rugs or carpet, furniture, etc, upon moved-out.

Boarder shall be given eight (8) days to return the Move-in form to the Boarding House Administration, after this time period, if the inventory form has not been returned to the Boarding House Administration, Boarder waives his right to make any claims. No deposit will be returned unless the Boarder upon move-in and move-out signs this sheet.

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15. INSTALLATIONS. Boarder may not remodel, make any alterations, additions or improvements, or structurally change Property or remove any fixture therefrom without prior written authority from Boarding House Administration. Boarder shall not install any unattached, moveable fixtures that drills, cuts or otherwise defaces the Property. Boarder may not make any alteration of Boarding House Administration’s property or fixtures without written consent of Boarding House Administration’s representative; no holes shall be drilled into the walls, woodwork, floors and ceiling, and no antenna installations or wall telephones, or change of locks or additional locks shall be permitted except by Boarding House Administration’s written permission. All alterations, additions, improvements and fixtures (other than Boarder’s unattached, readily movable furniture and equipment) made or installed by either party upon the Property shall remain upon and be surrendered with the Property and become Boarding House Administration’s property upon the termination of this Rental.

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16. RIGHT OF ACCESS AND SIGNAGE. Boarding House Administration reserves the following rights: a) to enter the premises, or any part thereof at all reasonable hours for inspection, repairs, alterations or additions, to exhibit the premises to prospective Boarders, purchases or others, to display without molestation by Boarder “For Rent” and similar signs, and for any purpose whatsoever related to the safety, protection, preservation or improvements of the premises or building, b) to enter the premises at any time or times during the last sixty (60) days of the term, if during or prior to that period Boarder vacates the premises, to decorate, remodel, repair, alter or otherwise prepare the premises for re-occupancy, and c) constantly to retain and use pass keys to the premises. The exercise of these rights to access by Boarding House Administration shall never render Boarding House Administration, or Boarding House Administration’s representative, liable in any manner to Boarder, or to any person in the premises. In the case of emergency, Boarding House Administration may enter at any time to protect life and prevent damage to the Property. Boarding House Administration may place and maintain “For Rent” or “For Sale” signs on the Property during the last one hundred eighty (180) days of the Rental Term or any renewal thereof.

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17. MONEY DROP-BOX. In the event Boarding House Administration installs a money drop-box, Boarder agrees to use prudent judgment in securing their rental payments, letters, notices, money payments and other valuables and agrees to hold Boarding House Administration harmless for any loss thereof.

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18. UTILITIES. Boarding House Administration shall at their discretion, provide all mains, conduits, and other facilities for the supply of electricity, water, cable, internet, laundry, sewer, trash, telephone service, and gas service to the Property. The Boarder shall be responsible for the maintenance and upkeep of said facilities.

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19. EARLY TERMINATION. Provided Boarder is not in default hereunder at the time of giving notice, has strictly complied with all of the provisions of this paragraph, and termination is as of the last day of the calendar month, Boarder may terminate this Rental before the expiration of the original term by:

- A.** Giving Boarding House Administration 30 days notice on or before the day rent is due as shown in Rent paragraph above; plus
- B.** Paying all monies due through date of termination; plus
- C.** Paying an amount equal to four month's rent; plus
- D.** Return Property in clean and ready-to-rent condition; plus
- E.** Paying a **\$100.00** administration fee.
- F.** If Boarder is active military and presents to Boarding House Administration a copy of official orders of transfer to another military location, then and in that event, he may secure release of liability for the balance of the Rental by paying an amount equivalent to four (4) months rent in the form of a penalty fee to Boarding House Administration. However, if Boarder secures a replacement satisfactory to Boarding House Administration's representative Boarder's liability for future rentals will be reduced by the amount of rents actually received from such replacement. Boarder will not be released on grounds of voluntary enlistment in the Armed Forces, or any other reason, unless otherwise agreed to.

The forgoing shall not relieve Boarder of his responsibilities and obligations regarding any damage to premises.

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20. NONLIABILITY FOR CERTAIN DAMAGES. Boarding House Administration shall not be liable to Boarder, its employees, its family members, guests, neighbors, or any other person for injury to person or damage to property on or about the Property, if; caused by the negligence or misconduct of Boarder, its family members, guests, neighbors, or any other person entering the Premises under Boarder's Rental; arising out of Boarder's expressed or implied invitation or use of the Premise and the conduct of its residence therein; or arising out of a breach or default by Boarder in performing its obligations under this Rental. Boarder shall indemnify Boarding House Administration and hold it harmless from and against all losses, expenses, or claims arising out of such damage or injury. Neither Boarding House Administration nor its agents or employees shall be liable to Boarder for any injury to person or damage to property caused by the Property becoming out of repair, by defect or failure of any structural element of the Property or any other repair required to be repaired by the Boarding House Administration under Section 14 of this Rental.

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21. PROPERTY LOSS. Boarder shall provide for his or her own insurance for any personal property, personal casualty, or personal loss. Boarding House Administration shall not be liable for any damage to Boarder's property. Boarder for him/her and his/her family waives all exemptions or benefits under homestead laws of Georgia.

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22. DAMAGES BY CASUALTY. Boarder shall give immediate written notice to Boarding House Administration of any damage caused to the Property by fire or other casualty. If Property is damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Boarding House Administration does not elect or terminate this Rental, the Boarder shall proceed with reasonable diligence and at its expense to repair or rebuild the Demised Premises. Boarding House Administration may either terminate this Rental or have the Boarder proceed to repair or rebuild the Demised Premises if:

- A.** The house, or fixtures, appurtenances, appliances, hardware, or structural elements of the house, on the property is destroyed or substantially damaged by casualty not covered by Boarder's own insurance;
- B.** The house, fixtures, appurtenances, appliances, hardware, or structural elements of the house, on the property is destroyed or made untenable to the extent of over fifty percent (50%) of the floor area (which

percentage damage shall be determined by the insurance company providing coverage) by a casualty covered by Boarder's own insurance; or

- C. The holder of a mortgage, security deed, deed of trust, or other lien on the Property at the time of the casualty elects, under such particular lien, that all or part of Boarder's insurance proceeds be used in satisfaction of all or part of the indebtedness secured by the lien.

Boarding House Administration shall give written notice to Boarder of the election within sixty (60) days after the casualty occurs. If the Boarding House Administration elects to rebuild or repair, the Boarder shall proceed to do so with reasonable diligence and his or her own expense. Insurance proceeds from Boarder's policy of insurance shall be made available to pay the cost of repair or paid to Boarding House Administration.

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- 23. RENEWAL TERM.** Boarder must fulfill the full term of this Rental Agreement. Either party may terminate this Rental at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term, but if neither party gives notice of termination, then the Rental shall commence unless renewed by both parties upon sixty (60) days written notice except that Boarding House Administration reserves the right to increase the amount of rent upon delivery of written notice to Boarder thirty (30) days prior to the effective date of any increases.

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- 24. SUBLET AND ASSIGNMENT.** Boarder may not sublet the Property or assign this Rental. This Rental shall create the relationship of Boarding House Administration and Boarder between parties hereto; no estate shall pass out of Boarding House Administration. If it is determined that Boarder has assigned or subleased this Rental, they will agree to pay the Boarding House Administration fifty percent (50%) of any increased rental amount over the monthly rental.

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- 25. USE OF PREMISE.** The Property shall be used for residential purposes only and for no other purposes whatsoever, and each room shall be occupied only by the one person listed as the Boarder, including any person as follows:

Boarder warrants and certifies that he/she will be the only individual residing in the room. The Property shall be used so as to comply with all federal, state, county and municipal laws and ordinances including any applicable community association laws, rules and regulations, unless otherwise instructed and agreed upon herein. Boarder shall not use the Property or permit it to be used for any disorderly or unlawful purpose whatsoever including but not limited to: illegal drug Trafficking and /or other violations of any controlled substance laws. Such conduct shall constitute a breach of this Rental and Boarder shall be subject to immediate eviction. Should the Boarding House Administration or his agents suspect illegal drug activity on the Property, Boarding House Administration and his agents shall cooperate with the appropriate drug enforcement agency. Such action by the Boarding House Administration or his agent shall not be construed as an invasion of Boarder's privacy and Boarder waives any claim for such or such related against Boarding House Administration or his agents.

Boarder will occupy and use the premises during the term as a room & board residence and for no other purpose. Boarder agrees that Boarder shall not keep any roomers, lodgers, or other boarders, or carry on any trade profession, business, school course of instruction or entertainment, or teach instrumental or vocal music, dramatics, gymnastics or dancing on the premises.

Boarder shall not make or permit any use of the premises, which directly or indirectly is forbidden by public law, ordinance or government regulation, or which is dangerous to life, limb or property, or will tend to injure the reputation of the premises of the building, or which will be offensive or obnoxious to any Boarder of the building or residents of the neighborhood, or which may invalidate or increase the premium cost of any policy of insurance

carried on the building or covering its operation or other Boarders.

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26. DEFAULT.

- A. If Boarder defaults in the payment of rental when due, or otherwise defaults under any term, condition or provision of this Rental including, but not limited to, failure to reimburse Boarding House Administration for any damages, repairs or costs when due, then Boarding House Administration shall have the option to terminate this Rental by written notice to the Boarder or, without terminating this Rental, to enter upon and take possession of the Property, removing all person and property therefrom and to re-rent Property at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Boarding House Administration deems proper. If there is a need for Board House Administration to terminate Boarder’s stay, the Boarding House Administration reserves that right, and Boarder will need to evacuate the premises immediately without any rent reimbursement. Boarder shall be liable to Boarding House Administration for any deficiency between all rentals due hereunder and the price obtained by Boarding House Administration on such re-letting. Such termination shall not release Boarder from any liability for any unpaid rentals or amount due under this Rental, past or future.
- B. If Boarder fails to pay rent or any other sum due under this Rental, abandons the Property, violates any of the Rules & Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Rental, each and any such breach shall constitute a default under this Rental. If any such default continues from 3 calendar days after the date of such default, Boarding House Administration may, at his option, terminate this Rental by delivering written notice thereof to Boarder and accelerating the rest of the rental term balance due thereof to Boarding House Administration.
- C. If Boarder fails to pay rental due or if Boarder fails to reimburse Boarding House Administration for damage repairs or plumbing service costs when due under this contract, or if Boarder or other occupants or guests of his residence materially and/or repeatedly violate this contract or applicable state and local laws or if Boarder abandons the residence, then Boarding House Administration or Boarding House Administration’s representative may terminate Boarder’s right to occupancy by giving Boarder at least three (3) days notice in writing. However, no prior written notice shall be required for filling eviction or damage suites for non-payment. Notice may be by mail or personal delivery to Boarder’s room. Such termination does not release Boarder from liability for future rentals or from amount already owed to Boarding House Administration. If Boarder’s rent is delinquent, Boarding House Administration shall not be obligated to continue utilities, which are furnished and paid for by Boarding House Administration. If Boarder fails to vacate on or before the date of termination, Boarding House Administration shall be entitled to double rents for the holdover period plus attorney’s fees.
- D. In order to clear an abandoned residence, Boarding House Administration’s representative may enter the premises and remove and store any/all property of any kind found therein. All of Boarder’s property on the premises (except property exempt by status) is hereby subject to a contractual Boarding House Administration lien. There shall be no sale of disposition of any of the foregoing property except pursuant to the law.

In any incident requiring action by the Boarding House Administration or by Boarding House Administration’s attorney, Boarding House Administration shall be entitled to recover all Court costs and reasonable attorney’s fees.

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27. TAKING POSSESSION. The taking of the premises by the Boarder shall be conclusive evidence against the Boarder, that the premises and the building of which the same form and part were in good and satisfactory condition for the quiet and comfortable enjoyment of Boarder at the time such possession was so taken.

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28. ATTORNEY'S FEES AND COSTS OF COLLECTION. Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then Boarder agrees that Boarder shall pay for all costs and expenses that arise out of such course of actions, or any costs that result from Boarder's actions (or lack thereof), and will hold Boarding House Administration harmless against any payments that arise out of attorney's fees.

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29. INDEMNIFICATION. Boarder release Boarding House Administration from liability for, and agrees to indemnify Boarding House Administration against all losses incurred by Boarding House Administration as a result of Boarder's failure to fulfill any condition of this Rental: any damage or injury happening in or about the Property to Boarder or Boarder's invitees or licenses or licenses or such person's property. Boarder's failure to comply with any requirements imposed by any government authority; and any judgment, lien or other encumbrance filed against the Property as a result of Boarder's actions.

INITIAL HERE _____

30. NOTICES. Except as otherwise provided herein, all notices, including demands, required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by an overnight delivery service, prepaid or (3) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. Notice shall be deemed to have been given as of the date and time it is actually received. Notwithstanding the above, notice about repair or maintenance matters shall be deemed produced by written confirmation with the signature, property description, repair description, time, date and telephone number to which East & West Investments can reply and respond within designated business workdays, during business hours. Boarder will allow two days after the receipt of such written notices, for Boarding House Administration's reply and response.

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31. MORTGAGEE'S RIGHTS. Boarder's rights under this Rental shall at all times be automatically junior and subject to any deed to secure debt, which is now or shall hereafter be placed on the Property. If requested, Boarder shall execute promptly any document that Boarding House Administration may request to specifically implement this paragraph. In the event that the Property is foreclosed against or Boarding House Administration deeds the Property to a lender in lieu of foreclosure, this Rental shall be automatically terminated.

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32. RULES AND REGULATIONS.

- A.** Locks: Boarder is prohibited from adding locks, changing or in anyway altering locks installed on the doors of Property without prior written permission of Boarding House Administration. Boarder must return all keys to Boarding House Administration before all or part of the security deposit may be refunded. If all keys to the Property are not returned, Boarding House Administration may charge a re-key charge in the amount of \$75.00 per key. It is understood that the Boarding House Administration will not casually enter the rooms without permission of the Boarder, except for emergencies or to take possession upon violation of the Agreement.
- B.** Locks, Windows & Safety: Boarder shall lock all doors upon entering and exiting their room and the house and close / lock all windows for security reasons.
- C.** Lights & Conserving Energy: Always turn off all lights when going in and out of rooms and hallway lights.
- D.** Air-conditioning & Heat: Please follow the temperature range suggestions listed on the thermostat for comfortable levels of air-conditioning and heating depending on the season.
- E.** Vehicles: Non-operative vehicles are not permitted on the Property. Boarding House Administration may remove any such non-operative vehicle at the expense of Boarder, for storage or public or private sale, at Boarding House Administration's option, and Boarder shall have no right or recourse against Boarding House Administration thereafter.

- F. Storage:** No goods or materials of any kind of description, which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Boarder's risk and Boarding House Administration shall not be responsible for any loss or damage.
- G. Walls:** No nails, screws, picture hooks, shade brackets, curtain rod brackets or adhesive hangers may be placed in walls, woodwork or any part of the Property, without Boarding House Administration's written permission. Such damage to the property shall be collected against the Security Deposit.
- H. Housekeeping:** The Boarder agrees to maintain the Property in the condition presented at the time of rental. Good housekeeping is expected of everyone. A weekly signup sheet shall rotate among each Boarder, assigning the Common Areas (common laundry, bathrooms, living/dining rooms, kitchen, hallways, porch and yards) for weekly cleaning. Individual personal cleaning includes vacuuming Boarder's own room, changing bed linens, and keeping their own surface areas clean.
- I. Pipe Repairs:** Boarder agrees to repair or pay for repair and any damages which result from any negligence on Boarder's part from broken water pipes due to below freezing temperatures or any other natural cause. In no way will the Boarding House Administration be responsible for any damage to Boarder's property or possessions resulting from any broken water pipes.
- J. Nuisance:** Boarder shall not abuse the property for any illegal purpose and shall not cause a nuisance for Boarding House Administration or neighbors. Boarder shall also agree to create any environmental hazards of the premises.
- K. Tobacco:** Boarder agrees to not use any tobacco products inside the house. An outside designated smoking area shall be arranged, and all cigarette butts, ashes, and other debris shall be properly disposed of in the trash cans provided. Boarder will maintain proper and safe disposal methods during all instances. If Boarder violates these smoking rules, Boarder will be required to vacate the premise.
- L. Guests:** Boarder agrees to not allow any guests or overnight guests onto the property without the permission of the Boarding House Administration or agent. Boarders will be responsible for their visiting guests in the house. No guests should be in the house before 9am and after 10pm. Do not let strangers in the house even if they say they should be here. If there is a problem, have them wait outside and call the Boarding House Administration. If they are a friend, they will understand.
- M. Quiet Time:** Quiet time starts at 10pm. This is quiet time for all boarders who must keep noise to a minimum.
- N. Shared Bathrooms:** Boarder shall provide for their own toilet tissue, and keep all shared bathrooms in a clean environment. Should the environment become unacceptable to the Boarding House Administration, Boarding House Administration shall hire a cleaning maid and charge against Boarder's security deposit.
- O. Kitchen:** Boarders shall be sure to clean up and pick up after themselves, and return any cookware / dishware to the kitchen dishwasher and shelves, rather than pile their dishes in the sink. When the dishwasher is full of dirty dishes, please run the dishwasher and put the dishes back to their designated area.
- P. Common Area Housekeeping Amenities:** Boarders may elect to contribute an equal amount to a shared expense fund for the sole use of housekeeping. These amenities include: toilet paper, kitchen towels / paper towels, garbage bags, dishwashing detergent / soap, air fresheners, cleaning pads, cleaning agents, etc.
- Q. Cleaning Equipment:** Please use the House vacuum, broom / mop, swiffer, duster, cleaning brushes, garbage cans, disposal, etc. for common area cleaning.
- R. Pots / Pans / Dishware / Silverware / Cookware:** Some common kitchen cookware and dishware have been provided for Boarder's use - please keep them clean and in good condition. If you damage or break anything you will be charged for any repairs at replacement cost.
- S. Bathroom:** Please limit shower use from 15-20 minutes. Please limit bathing in the bathtub to once a week. For Common Area Bathrooms, please be sure the counters and floor is dry after you shower or bath. A slippery floor is hazardous for others. Use your towel to dry up any water left by you or messes you made. Please be considerate by not leaving your hair in the drains. Please do not clog any pipes with hair, paper or sanitary items. Please keep the toilet seat clean and down at all times.
- T. Bedrooms:** Keep your room tidy and neat at all times. Keep all articles off the floor. Do not bring anything into the room that does not fit in the closet or drawers. You will need to rent storage outside for extra items you may have.
- U. Furniture:** Do not bring in any furniture into your room, without the permission of the Boarding House Administration or agent.

- V. Linens: Please provide for your own linens or any extra blankets you may need.
- W. Room Showing: When you give your termination notice, your room becomes available for viewing by perspective new boarders. Keep your room clean and tidy during this time.
- X. Laundry: Please keep all lint filters clean and clear after each laundry load. Never leave the house if you are doing laundry in the washer or dryer. Please furnish your own laundry detergent (liquid detergent works best) and dryer sheets. Use machines for clothes only.
- Y. Access: Boarding House Administration reserves the right to enter the premises for the purpose of inspection and to show to prospective Boarders or purchasers. Prior to doing so, it is customary for Boarding House Administration and Boarder to discuss the manner and a written notice shall be delivered 24 hours prior, by which the premises will be shown to another party.
- Z. Parking: Boarder agrees to no parking on the premises except: for the one assigned parking area space within the courtyard .
- AA. Furnishings: Any articles provided to Boarder and listed on attached Schedule A are to be returned in EXCELLENT condition at the termination of this agreement.
- BB. Alterations: Boarders shall make no alternation to the property of any kind interior or exterior without the express written consent of the Boarding House Administration. Boarders agree to pay for alterations that Boarding House Administration approves.
- CC. Pets: No pets are allowed unless the exhibit entitled "Pet Exhibit" is attached. If such exhibit is attached hereto, it is incorporated by reference herein. Notwithstanding any provision contained in said Pet Exhibit, if Boarding House Administration permits pets, then Boarder agrees to pay a partially-refundable "Pet Deposit" of \$1000.00 by which \$500.00 will be non-refundable and the other \$500.00 refund-able upon satisfactory move-out. By satisfactory move-out, the Boarder must have the Property treated for ticks and fleas by a professional exterminator upon termination of the Rental (regardless of Pet Deposit), proof to be provided for return of security deposit. The care and maintenance of such pets will be Boarder's responsibility. At no time will any of Boarder's pets be allowed to damage Boarding House Administration's property or to interfere with other Boarders or neighbors quiet enjoyment of their residences. Boarder will keep all vaccinations current, proof of such and Boarder will carry Liability insurance against accidents. In any matters, or disagreements requiring Boarding House Administration's involvement, Boarding House Administration's decision about the continued presence of any pet will be final. Boarder agrees that if such rider has been executed that Boarder will immediately notify Boarding House Administration of any changes. This requirement shall not be waived except in writing, signed by Boarding House Administration. Boarder agrees to abide by any and all local laws and ordinances applicable tom pet(s) and not allow it to become a nuisance at any time.
- DD. Yard: Boarder contribute towards the upkeep of the yard, but a designated agent shall keep the lawn mowed, shrubs trimmed and gutters cleaned out. Boarder shall be responsible for taking out all trash and for having any grass clippings picked up on a regular basis and shall keep the Property, including yard, lot, grounds, house, walkways and driveway clean and free of rubbish.
- EE. Attorney's Fees: In the event it becomes necessary to enforce this agreement through the services of an attorney, Boarder shall be required to pay Boarding House Administration's reasonable attorney fees. Any need for an eviction is a \$1000.00 charge to the Boarder.

INITIAL HERE _____

33. UTILITIES. Applicable utilities and/or service to be paid by Boarding House Administration but shall have a monthly cap per person of:

UTILITY

Electricity = \$75
Water = \$30

UTILITY

Sewer / Trash = \$40 Gas = \$30
Internet = \$40

Boarding House Administration may, at his option, pay utilities and charge to Boarder with next month's rent, or upon demand, whichever occurs first.

INITIAL HERE _____

34. ABANDONMENT. Boarder's failure to frequent the premises rented hereunder for fifteen (15) days after rent is due and unpaid shall constitute abandonment hereunder and entitle Boarding House Administration to possession in the manner provided by law. If Boarder removes or attempts to remove personal property from the Property other than in the usual course of continuing occupancy, without having first paid Boarding House Administration all monies due, the Property may be considered abandoned, and Boarding House Administration shall have the right, without notice, to store or dispose of any personal property left on the Property by Boarder. Boarding House Administration shall also have the right to store or dispose of any of Boarder's personal property remaining on the Property after termination of this Rental. Any such personal property shall become Boarding House Administration's personal property.

INITIAL HERE _____

35. TIME OF ESSENCE; SERVICE OF NOTICES. Time is of the essence of this Rental. All references to any notice required to be given or due dates for rental Payments shall be strictly construed.

INITIAL HERE _____

36. NO WAIVER. Any failure of Boarding House Administration to seek redress for the violation of, or to insist upon, the strict and prompt performances of any covenants or conditions of this Rental or any of the rules and regulations described in the "rules and regulations" paragraph hereof shall not operate as a waiver of any such violation or of Boarding House Administration's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Boarding House Administration for any such violation. Acceptance by Boarding House Administration of any late payment of rent or additional rent shall not constitute a waiver of any rights of Boarding House Administration, including, without limitation, the right to terminate this Rental as herein provided. The receipt of any rent or additional rent by Boarding House Administration with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant or condition of this Rental may be waived by Boarding House Administration unless such waiver is in writing and signed by Boarding House Administration.

INITIAL HERE _____

37. REMEDIES CUMULATIVE. All rights and remedies available to Boarding House Administration by law, including by not limited to those described herein, shall be cumulative and concurrent.

INITIAL HERE _____

38. DEFINITIONS. "Boarding House Administration" as used in this Rental shall include its representatives, heirs, agents, assigns, and successors in title to Property. "Boarder" shall include his/her heirs and representatives. The terms Boarding House Administration and Boarder include singular and plural, corporation, partnerships or individual, as may fit the particular parties.

INITIAL HERE _____

39. HEADINGS. All headings and subheadings employed within this Rental and in the accompanying list of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any Provision of this Rental.

INITIAL HERE _____

40. ENTIRE AGREEMENT. This Rental and any attached addenda constitute the entire Agreement between the parties and no oral statement not reduced to writing shall be binding.

INITIAL HERE _____

41. MILITARY ACTIVATION. If the Boarder is called to active duty during the term of the Rental, Boarder shall present to Boarding House Administration official orders activating Boarder; then in that event, this Rental shall be controlled by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended in 50 U.S.C.A. SS 50-591.

INITIAL HERE _____

42. REIMBURSEMENT OF BOARDER OR BOARDING HOUSE ADMINISTRATION. Boarder agrees to reimburse Boarding House Administration promptly in the amount of the loss, property damage or cost of repairs or service, including plumbing trouble, caused by negligence or improper use by Boarder, his agents, family or guests. Boarder shall be responsible for any damage resulting from windows or doors being left unlocked or open. Such reimbursement is due when Boarding House Administration's representative makes demand. Boarding House Administration's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due by Boarder, shall not be deemed a waiver thereof, and Boarding House Administration may demand same, plus interest and late penalty fee of \$35.00, at any time, including move-out.

INITIAL HERE _____

43. BOARDING HOUSE ADMINISTRATION SHALL NOT BE LIABLE for any damages or losses to person or property caused by other residents or other persons. Boarding House Administration shall not be liable for personal injury or damage or loss of Boarder's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, rainstorms, flood, smoke, explosions, sonic booms or other causes whatsoever, unless same is due directly from the actions, or inactions of Boarding House Administration. For these reasons Boarding House Administration strongly recommends that Boarder secure his or her own insurance to protect himself / herself against all of the above occurrences.

INITIAL HERE _____

44. DISCONTINUANCE OF SERVICES. Boarding House Administration may discontinue any or all facilities furnished and service rendered by Boarding House Administration not expressly covenanted for herein, it being understood that they constitute no part of the consideration of this Rental.

INITIAL HERE _____

45. MAINTENANCE SERVICE. Due to the high cost of maintenance service, if the problems are determined to be Boarder caused, then Boarder assumes all related costs. This will include, but not limited to: \$35.00/hour for East & West personnel, any parts or materials, equipment replacement or rental and time and materials for outside contractors.

INITIAL HERE _____

46. PEST CONTROL. The application of chemicals, for any reason, within Boarder's residence is a decision and service expense responsible by the Boarder. Due to licensing, application, and safety reasons, East & West Investments, its agents, employees and staff shall not be liable or responsible in providing this service for the Boarder.

INITIAL HERE _____

47. DELAY OF OCCUPANCY. If actual occupancy of the premises is delayed due to construction or repairs, Boarding House Administration shall not be liable to Boarder in any respect for such delay and the contract shall remain in force.

INITIAL HERE _____

48. GENERAL. No oral agreements have or may be entered into, nor shall this agreement be modified in any way except in writing. Such modifications must be signed by Boarding House Administration and Boarder and dated. Furthermore, if any part or parts of this agreement are found to be in conflict with any local, state or federal ordinances, then part or parts shall rule and the balance of this agreement shall remain in force.

INITIAL HERE _____

49. SEVERABILITY. In the event any section of this agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.

INITIAL HERE _____

50. LIENS: The estate of the Boarding House Administration shall not be subject to any liens for improvements contracted for by Boarders.

INITIAL HERE _____

(Signatures begin on next page)

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

EAST & WEST INVESTMENTS, INC. or Authorized Agent

Boarder(s)/Signature **SS/FEI#** **Telephone/Mobile#**

Guarantor(s)/Signature **SS/FEI#** **Telephone/Mobile#**

****Attached- Photo Identification (Driver's License, SS ID or any valid ID) of all parties***

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