



# Property Management **HANDBOOK**



*Putting the Pieces Together*



Dear Property Owner,

Thank you for your interest in our property management program. Our team is excited for the opportunity to work with you. Because it is hard to impart our years of real estate experience in a brief letter outlining our process, we have enclosed several different forms and letters in hopes that you will receive an accurate view of our total approach to property management. Always remember that paper work alone does not guarantee a successful experience with investment property. An understanding of your needs, coupled with laser-focused attention to detail, increases your chance of a positive outcome (*or cash flow*).

Our company's focus is primarily on property management. This enables us to understand the requirements of our investment property owners, which simplifies our role and allows us the time and energy to concentrate on serving your management needs. To serve you well, we must communicate successfully with you. Our best communication tool is our detailed monthly accounting statement, which is emailed to you and it gives you an exact accounting of the previous month's activity.

The fee structure at Mega Agent Rental Management is very competitive and is based upon rents / monies collected. If your house is vacant, you do not pay management fees until we get it rented. We actively pursue qualified tenants who are willing to care for your home as if they own it. We work to develop a solid relationship with each tenant. Our experience has found that a successful property management program is based on the *fragile* balance between satisfied & profitable property owners and happy tenants. Happy tenants prefer to stay where they are and renew their lease.

Our property managers are aware of each property, its history and the owners' eventual goal for the property. Inspections, scheduled and unscheduled, are necessary to ensure your property is given the level of care you expect. When the need arises for general maintenance, we work only with trusted contractors who are licensed and/or insured. We do not make any money or take a percentage override on repairs you incur while having your home managed by our team.

Our team's extensive Internet marketing and direct communication with thousands of Atlanta Realtors makes getting your property rented a smooth and successful process. We will also advise you on the absolute best monthly rental rate to charge so that you attract the best tenants possible.

We are continually analyzing our procedures, looking for ideas that will improve our process. Your input is very important to us. Please take a minute to review the enclosed forms and information. If you have any questions, ideas, or suggestions, please give us a call. Call us anytime at (678) 549-4194.

We look forward to getting to know you and your management needs better.

All the best,

*Drew Brown*

Drew Brown, Owner

# Answers To Your Questions!

**You have Questions - We have Answers.**





## ANSWERS TO FREQUENTLY ASKED QUESTIONS

### **1. What fees will I incur if Mega Agent Rental Management manages our property?**

In general, our fees are 10% of gross monies collected (*typically rent*) from tenants every month. We also charge a marketing fee equivalent to the value of one months rent for the procurement of tenants for your property. We split all late fees collected from Tenants with our Owners on a 50/50 basis. Our *Residential Management Agreement* explains our fees in more detail.

**2. When will I get my money every month?** Rents are due in our office the 1st day of each month. If rents are received by the 5th of the month, disbursements will be mailed or processed by the 10th of each month or the first business day after the 10th, should the 10th fall on a weekend or holiday. As it takes a day or two for banks to process deposits, this means that the deposits should show in your bank account around the 12th of the month. If rent is late, we will make every effort to get disbursements out to you as quickly as possible after receiving payment.

**3. What will I have to do to put my property in management?** Initially, all paperwork will be completed and entered into our system. You will need to deposit \$250 with our office, which will be used to fund your home's Maintenance Reserve Fund that we will use for incidental repairs that come to light during the management period. The \$250 is always your money and will only be used to make repairs at your property (*it will be refunded when we no longer manage your property*). Make sure that you have the home cleaned thoroughly and the lawn manicured prior to listing the home and prior to the tenant moving in. If the tenants go into a clean house with a manicured lawn, we can hold them to the same standards when they move out. Also, the better the property looks, the faster it will rent. All appliances should be in good working order. If they are not in good working order, have them repaired or replaced. Getting a home warranty can give you peace of mind that your appliances and systems in the home will be covered in the event that they fail.

**4. What will you do to rent or market my house?** We give your home maximum exposure through our ProActive Marketing System. We rigorously scrutinize the backgrounds of all prospective tenants. Some of the activities that we utilize in our marketing system include:

**FOR RENT SIGNS** – Posted at the property with our website and phone number clearly displayed.

**SOCIAL MEDIA** - We are skilled at marketing your home to renters on the most popular social media platforms including Facebook, Instagram, and Twitter.

**MLS** – Your rental property data is entered in the Greater Atlanta Area Multiple Listing Service (MLS) giving access to more than 3,500 other Realtors and the many prospective Renters who utilize websites with a direct MLS feed.



All MLS rental listings are now available to home searchers through the various public internet gateways, such as Realtor.com, Zillow.com, Trulia.com and MegaAgentRentals.com, as well as many others.

**INTERNET LISTINGS** – Our inventory of currently listed homes for rent are posted online on the most popular rental websites complete with photos, maps and property details for the convenience of those searching for a new home.

**WORD OF MOUTH / REFERRALS** – Current and past tenants, friends of our tenants, and referrals from other successful real estate agents

**CORRECT PRICING** – Even the best and most incredible homes will not lease if they are overpriced. We make sure your rental home is priced correctly from the very beginning so that we get your home leased quickly and for the highest rent possible. Remember that no amount of marketing can overcome an overpriced listing.

**THOROUGH PREPARATION** – Even the best located and well priced rental homes will not lease quickly if the rental home is not in top showing condition. Homes for rent in the Greater Atlanta market absolutely must show well and have an attractive "curb appeal" or they may sit empty for extended periods. Our job as your property manager is to make sure your home is presented to the prospective tenants in a clean and attractive condition so that it will attract the absolute best tenants.

**5. What happens when my home becomes vacant?** Our first concern with your empty home is: "What is needed to place a new tenant into your home as soon as possible?" We know that every day a home sits empty is a wasted opportunity and a non-recoverable cost. A "For Rent" sign is placed in front of the property usually after the 30 day notice is received from the tenant. (*It is not uncommon for us to re-rent a home before it becomes vacant.*) When the property becomes vacant, it is inspected and digitally photographed. From the information gathered at the home and using our inspection report and photos, we will determine what needs to be done to get your home rented again and what repairs are chargeable to the prior tenant's deposit. We will also review with you any updates or repairs that we feel will be needed to attract the absolute best tenants.

**6. How are tenants screened?** Our tenant screening process is two-phased. We first require all tenants, over the age of 18, to undergo a credit report and criminal background check. After we receive the credit report, we make three phone calls. We call the prospective tenant's current landlord, prior landlord and employer. The current landlord provides us with a recap of the tenant's most recent payment performance, as well as any comments or problems they have experienced. The prior landlord gives us an overview of the tenant including, but not limited to, how the applicant left their former home. The employer verifies their wage, length of employment, and often offers additional insights. Before we rent to anyone, we feel we've gotten to know them pretty well.



**7. Can I exclude smokers, pets, or children?** Can I exclude smokers, pets, or children? Mega Agent Rental Management generally prohibits smoking in properties under our management so that we help to maximize your long term investment in the property.

Tenants with pets are a large majority of the market for rental homes. Pet owners are not a protected class, but allowing pets in your home will increase the number of potential renters. **By excluding pets from your property, you will substantially reduce the available number or prospective tenants - which can prolong vacancy time.** We charge tenants with pets \$250 "Pet Fee" per pet with a maximum of 2 pets per home. This is a "fee" not a "deposit" so the fee is non-refundable to the tenant. If you feel very strongly about not allowing pets, we will agree not to show your property to anyone with pets.

Children are under the protected class of "*familial status*". It is not possible nor is it legal to discriminate against anyone with children.

**8. If a tenant fails to pay rent, how long does it take to get them out?** This is not an issue we deal with frequently. By offering a good product and a thorough screening, we find that we are seldom in this situation. But, when we are faced with a delinquent and uncooperative tenant, we are just as effective in the eviction process. Start to finish, a tenant who does not pay their rent is typically removed within 30 days from when their rent was due.

**9. What if a tenant skips or leaves before the lease expires?** Tenants are responsible for rent through the expiration of the lease. If a tenant skips, we will secure the property by changing the locks, make any repairs to bring the property back to rentable standards and will begin to try to re-rent the property. We will also attempt to locate the tenant and collect outstanding rents, damages, and any other costs. If a tenant breaks their lease, they remain liable for the rents through the day that your home is rented again or through the end of the lease, whichever occurs first. (*We cannot collect rent from two parties for the same time period.*) Most tenants do not want negative reporting on their credit and our tenant screening procedures help ensure that we have as few incidents as possible.

**10. What is your Guaranteed Lease Program?** With the MARM Guaranteed Lease Program, if you have to evict a Tenant or terminate the Residential Rental Agreement due to the Tenant's default within the first 180 days after commencement of the Residential Rental Agreement, we will procure an acceptable replacement Tenant without charge or commission to Mega Agent Rental Management LLC. Now that is peace of mind!

**11. What do you do if they are not taking care of my property as they should or if they have unauthorized pets?** Your property manager gives the tenant an opportunity to correct the situation and usually they will. If a problem persists, we will make a decision based on that specific situation, in consultation with you as the owner of the property.



**12. How long will my property sit vacant?** This is the million dollar question!

Unfortunately, we cannot predict who will walk through our door and what properties they will want to rent, or if they will even have adequate credit. We make every effort to lease a property as quickly as possible. Vacant properties are costly to both of us. The time of year, the condition of the property, location and price all factor into the time it takes to lease a property. Generally, the rental market does go through slow periods, but most properties rent anywhere from a few days or weeks to about a month after listing for rent. Although vacancies are unsettling, we follow our proven processes until we find the right tenant for your real estate investment.

**13. Can I do my own repairs or use my own contractor?** As a protection for you, the tenants, and our company, we require that contractors doing work at managed properties maintain general liability insurance. To maintain good trust with our tenants, we ask that they be able to respond and complete all work in a timely manner. Should you choose to do your own work, you must assume all liability and risk. Statutes in the Code of Georgia require 48 hours written notice before entering the property and only upon tenant's permission. To avoid violating any of these laws, please coordinate all maintenance and inspections through our office.

**14. Who handles emergencies?** Mega Agent Rental Management will handle all emergency and non-emergency repairs 24 hours a day. We will keep you informed, but you will never receive a call in the middle of the night.

**15. How often are inspections performed?** During the lease term, we may have occasion to enter the property for repair or maintenance reasons and will use that opportunity to have a look. If we are fortunate enough not to have any repairs or maintenance at your property over an extended period of time, your property manager will usually schedule a preventative maintenance walk-thru at least once a year.

**16. Would we be charged a lease marketing fee each time our home is re-rented?** You will only be charged a marketing fee (*1 months rent*) if there are new tenants when the home is re-rented. If the home is re-leased to the same tenants for a new term, there is only a \$250 administrative lease renewal fee.

**17. Are your Agents licensed Property Managers?** ABSOLUTELY! We are licensed Real Estate Agents & Realtors. There is no "Property Management License" in Georgia, but professional property managers in Georgia must have a Georgia real estate license in order to charge commissions and must be supervised by a licensed Georgia real estate broker.

# DO YOU KNOW THESE TAX BENEFITS OF RENTING YOUR HOME?



Owning or managing rental property can be a great way to reduce your personal income taxes. Understanding which tax deductions (*benefits called "taxable losses"*) that you qualify for will help reduce your income considerably. And that means less money you owe to Uncle Sam!\* Sounds great, doesn't it? If you're ready - let's get started!

\*Mega Agent Rental Management always recommends working with a licensed tax professional to help you navigate the tax advantages of real estate investment. Mega Agent Rental Management cannot give tax advice as we are not certified tax professionals.

## Management fees

Mega Agent Rental Management fees, like tenant procurement commissions and management fees are all tax deductible.

## Maintenance

Any repairs, provided they are reasonable, are deductible in the year in which they occurred. Such repairs often include, paint, carpet cleaning, plumbing, fixing drywall, doors/locks, broken windows and lawn care. Be careful to only replace items with items of similar quality. Upgrades are considered improvements and may not qualify for a tax deduction!

## Utilities & HOA Fees

All utilities that a owner / landlord pays that are directly related to the property are tax deductible. In addition, any Home Owners Association fees are also tax deductible.

## Advertising

Any fee you pay, *within reason*, to advertise your property can be partially or fully expensed.

## Depreciation

You can deduct a certain percentage of your property through lost value depreciation. Property that wears out, decays, gets used up or becomes obsolete over time qualifies for depreciation. Your lot and raw land is not a depreciating asset so is not included in this deduction. Make sure you take your depreciation on your taxes, or you will regret it when you sell the property.

## Travel

Any travel to/from your rental properties can be expensed as mileage (standard IRS mileage rate for 2020 is 57.5¢ per mile).

## Interest

The interest on your mortgage or credit cards used for management purposes can be deducted. Mortgage interest is often the single largest deduction landlords make during the tax year.

## Insurance

The premiums you pay for your property can be deducted. This includes fire, theft, flood and liability insurance as well as any Home Warranty Contract purchased by the owner.

## Qualified Business Income Deduction

For 2018 and beyond, the Tax Cuts & Jobs Act of 2017 established a new deduction based on qualified business income (QBI) from a pass-through business entity. The deduction generally equals 20% of QBI, subject to restrictions that can apply at higher income levels and a limitation based on your taxable income. Check with your accountant for requirements and qualifications.

## Legal and professional services

You can deduct legal, accounting and real estate investment advisor fees as operating expenses.

### SAMPLE ANNUAL SAVING CALCULATIONS

Annual Rent	\$20,000
Annual Expenses (35%)	(\$7000)
Net Operating Income	\$13,000
Mortgage Interest	(\$12,000)
Net Income	\$1,000
Depreciation Expense <small>(1/27.5 of building cost for residential rental real estate - buildings or structures and structural components)</small>	(\$8,500)
Taxable Income (Loss)	(\$7,500)
Potential Savings <small>(Assumes 10 - 39.6% tax bracket rates)</small>	\$750 - \$2,970

This sample calculation shows a \$7,500 loss which you would then enter into your IRS 1040 form to reduce your taxable income, therefore reducing your taxes. Potential annual savings depends on your income tax bracket.

### Other tax deduction bonuses and must-knows:

- You don't have to pay taxes on rental income from properties that are rented only up to 14 days.
- How much of your taxes are reduced depends on your income and filing status.
- You can deduct up to \$25,000 in losses if your modified adjusted gross income is \$100,000 or less.
- You can deduct some of the lost value that occurs on a property through depreciation. Use IRS Form 4562 to calculate depreciation.
- Be warned though, Passive Activity Loss Rules limit how much loss a tax payer can deduct each tax year.
- You cannot depreciate the value your raw land.

Sources:

<http://www.houselogic.com/home-advice/tax-deductions/tax-deductions-rental-homes/#>  
[http://www.irs.gov/publications/p17/ch09.html#en\\_US\\_2013\\_publink1000171655](http://www.irs.gov/publications/p17/ch09.html#en_US_2013_publink1000171655)  
<http://www.zillow.com/blog/income-taxes-for-rental-properties-144134/>  
<http://www.irs.gov/pub/irs-pdf/p527.pdf>

# SAMPLE ANNUAL SAVING CALCULATIONS

<b>Annual Rent</b>	<b>\$20,000</b>
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<b>Annual Expenses (35%)</b>	<b>(\$7000)</b>
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<b>Net Operating Income</b>	<b>\$13,000</b>
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<b>Mortgage Interest</b>	<b>(\$12,000)</b>
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<b>Net Income</b>	<b>\$1,000</b>
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<b>Depreciation Expense</b>	<b>(\$8,500)</b>
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(1/27.5 of building cost for residential rental  
real estate - buildings or structures and  
structural components)

<b>Taxable Income (Loss)</b>	<b>(\$7,500)</b>
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<b>Potential Savings</b>	<b>\$750 - \$2,970</b>
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(Assumes 10 - 39.6% tax bracket rates)

# Management Agreement

All management fees are commission based.

**That means:**

**No Rents = No Management Fees!**

Our Management Fee is 10% of all rent / monies collected each month. We have every incentive to find you absolutely the best tenants who pay on time and occupy the property for a long time.





204 River Marsh Ct. • Woodstock, GA 30188  
www.MegaAgentRentalsAtlanta.com

## RESIDENTIAL MANAGEMENT AGREEMENT

This agreement is made by and between MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC., hereinafter referred to as Broker and \_\_\_\_\_ hereinafter referred to as Owner to secure the services of Broker in the management of real property known as \_\_\_\_\_, hereinafter referred to as the Premises, for a period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ and automatically renews from year to year and subject to the following terms and conditions.

### 1. APPOINTMENT AND AUTHORITY OF BROKER:

- a. Owner hereby appoints Broker as the sole and exclusive Broker to rent, lease, price, manage, collect and receipt for rents and operate the Premises. The Owner however, retains the right to make management decisions concerning establishing some parameters for new tenants, rental terms, and capital or repair expenditures in excess of **\$250.00** in any **1** month and must advise Broker of these terms at onset of Agreement. The herein described property shall be rented for a price determined by comparison with recently rented comparable properties.
- b. Broker is authorized to secure the services of other real estate agents and conduct other marketing activities for purposes of securing a new tenant. Additionally, Broker is authorized to split Leasing Fees (*pursuant to Paragraph 5b below*), with other real estate agents who assist in the procurement of Tenants for the Premises.
- c. It is agreed that the Broker is entitled to compensation as provided herein in connection with any lease that may be executed during the term of this agreement, even if said lease was negotiated by the Owner or any other party. Broker shall be paid compensation at the rate as provided herein in connection with any lease which is being negotiated at the time of termination of this agreement if the tenant was introduced to the Premises by Broker.
- d. It is agreed that Broker shall make contacts as may be necessary for garbage removal, pest control, or other services that Broker may deem necessary. The Owner will be liable for such obligations which may extend beyond the termination date of this agreement.
- e. It is agreed that Broker shall only be responsible for paying bills such as property taxes, fire dues, HOA dues, termite bond renewals, property insurance, etc. after Owner has instructed Broker to pay such bills in writing.
- f. Broker to execute contracts for utilities and services for the operation, maintenance and safety of the property, as the Broker shall deem advisable and/or necessary.

**2. TERMS: IN THE EVENT THAT THE PREMISES ARE RENTED OR LEASED THROUGH THE EFFORTS OF BROKER AND THE LEASE TERM RUNS LONGER THAN THE TERMS OF THE AGREEMENT, BROKER SHALL CONTINUE TO BE COMPENSATED AS STATED IN PARAGRAPH 5.** In the event that the Premises are not rented or leased within sixty (60) days of the date of this Agreement, or remain vacant without being subject to a lease for any sixty (60) day period, either party may terminate this Agreement upon thirty (30) days written notice to the other party such intention to terminate, provided that such written notice is delivered to the other party prior to the rental or lease of the premises through the efforts of Broker. If the Premises contain multiple rental units, the termination provisions of this section will only apply if all units were not rented or leased within sixty (60) days of the date of this Agreement or all units remained vacant for any sixty (60) day period. Termination of this Agreement shall not adversely affect the rights of tenants under the existing leases.

**3. SPECIFIC AUTHORITY FOR REPAIR AND ALTERATIONS:**

- a. Owner hereby gives Broker the following authority and powers and agrees to pay promptly on demand all legitimate expenses in connection with the following:
  - i. To purchase necessary supplies.
  - ii. To contract for such utility services as Broker may deem advisable.
  - iii. To make necessary repairs to the Premises without the express written consent of Owner, limited to \$250 in any one month.
  - iv. To make Owner authorized repairs, alterations and decorations.
- b. In addition to other authority of Broker, Broker may pay or incur without limitation on behalf of Owner monthly or recurring operating charges and/or emergency repair, if, in the reasonable opinion of the Broker, such repairs are necessary to protect Premises from damage or maintain services to the tenants as called for by Georgia State Law and/or the Rental Agreement. Owner shall assume all financial responsibility for all charges incurred by Broker regarding Broker's responsibilities in the preceding sentence of this subparagraph. Broker is authorized on behalf of Owner to hire, discharge, supervise and pay any employees or contractors for work performed. All providers of services shall be deemed to be acting on behalf of the Owner and not the Broker. Broker will not be liable to the Owner or others for any act, default or negligence on the part of such persons, contractors or other workmen, provided that Broker has taken reasonable care in engaging them and/or their employees.
- c. A Reserve Fund will be established and maintained from rental proceeds in the amount of **\$250.00** to be paid from first rental payment or in the alternative the Owner may select to fund the Reserve Fund from personal funds payable at execution of this Agreement.

**4. BROKER'S RESPONSIBILITIES:** In addition to the foregoing, the Broker will perform the following functions on Owner's behalf:

- a. Make reasonable efforts to collect all the rents and other fees due from tenants when such amounts become due, and deposit same into an agency account maintained on behalf of the Owner, but Broker does not guarantee the payment of any tenant's rent or other fees / charges.
- b. Broker shall render monthly itemized statements of receipts, charges, and accruals, and shall remit to Owner receipts less disbursements for future expenses. In the event that disbursements shall exceed receipts, Owner shall promptly remit such excess to the Broker. Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Broker's duties set forth herein.
- c. Collect and place into escrow accounts, as required by law, security deposits under any lease. Broker is authorized to disburse the security deposit at such times and to such persons as Broker shall in good faith believe to be entitled to such funds in accordance with the current Georgia laws governing security deposits. Any interest earned on said deposits, shall with tenant's permission, belong to Broker. Broker shall not incur any liability for bankruptcy or failure of the depository.

**5. BROKER'S COMPENSATION:** In consideration of the services rendered by Broker, Owner agrees to pay Broker the following forms of compensation:

- a. **FOR MANAGEMENT:** A fee equal to 10% of gross receipts collected including all sums collectible under any leases, with a minimum fee of \$65 per month. The term "gross receipts" includes all rents, pet fees, forfeited security deposits, and all other income arising from normal operation of the premises.
- b. **LEASING FEE:** For the procurement of a Tenant(s) for whom a lease / rental agreement is signed, Broker shall be paid a leasing fee equal to 100% of the First Full Months Rent (*as established in the Lease executed between Broker and Tenant(s) for the subject premises*). The Leasing Fees under this paragraph are earned and payable at the time that this Lease is executed.
- c. **LEASE RENEWAL / EXTENSION FEE:** Each time a Tenant(s) in the Premises renews or extends a lease, Owner will pay Broker a renewal or extension fee equal to \$250. The renewal or extension fees under this Paragraph are earned and payable at the time the renewal or extension is effective. For purposes of this paragraph a new lease for the same Property with the same tenant then occupying the Property shall be considered an extension or renewal. This paragraph does not apply to month-to-month renewals or month-to-month extensions.
- d. **LATE FEES:** Owner & Broker shall split all Late Fees 50/50 if Tenant(s) pay their monthly rent after the 5<sup>th</sup> of the month. While Broker does not guarantee that Tenant(s) will pay the Late Fees, Broker will make efforts to enforce the Lease / Rental Agreement in the best interest of the Owner.
- e. **TENANT-OCCUPIED-PROPERTY SET-UP FEE:** \$250 (*Only Applicable if Premises already has Tenants*). This fee shall cover costs associated with setting up tenant(s) in Broker's system and converting to our lease and/or dealing with prior issues left from Owner or previous manager. This fee is non-refundable.
- f. **CHARGES TO TENANTS:** Late Rent Administration Charge, Returned Check / NSF Charges, Releasing Administration Charge, Application Fees, Air Filter Fees and Tenant Lease Renewal Fees to extent allowed applicable by law paid by tenants under any lease are the property of Broker to offset expenses in enforcing the respective provisions.
- g. **SALE OF PROPERTY:** In addition to any leasing, management or other fee payable hereunder, Broker / Agent shall be entitled to a sales commission fee equaling 6% of the final sales price of the Property, if the Property is sold during the term of the lease / rental agreement or up to 120 days after termination thereof, to a purchaser procured by Broker / Agent even if the current Tenant is the purchaser. If the Property is actively listed for sale by another Broker, beginning in the final 30 days of a lease, and it is not sold to the current tenant, then Broker / Agent shall not be entitled to a commission in the 120 days post termination.
- h. **SERVICES EXCEEDING NORMAL MANAGEMENT:** In the event that the Owner shall request the Broker to undertake work and/or services exceeding that usual to normal property management and/or not referenced in this Management Agreement, then a fee shall be agreed upon for such work and/or services. In the case of , where the Broker will be directly involved in the supervision, there shall be a fee payable by the Owner to the Broker in the amount of 10% of all repair bills related to pre-lease / pre-management repairs and/or improvements that are performed at the subject property.
- i. **SUPERVISORY FEE FOR INSURANCE CLAIMS:** As part of our Management Fee we will file all initial insurance claims for an Owner's property at NO additional expense. Any emergency vendor work or repair/replacement vendor work pertaining to any insurance claim that we order and oversee there will be a 10% fee calculated based on the gross amount of all repairs performed pursuant to the repairs related to the insurance claim.
- j. We will **NEVER** charge an additional fee for supervising routine / normal repairs for any rental property. We are committed to your investment success and believe that oversight of routine / normal maintenance repairs is part of our job and the management fee that you pay.

**6. PAYMENT FROM OWNER'S FUNDS:** Broker shall have no duty to expend Broker's individual funds in fulfillment of Broker's responsibilities under this agreement. All payments required or permitted to be made by Broker shall be made from Owner's funds. Owner agrees to deposit with Broker promptly on demand, such funds as may be necessary in Broker's reasonable judgment for performance by Broker as provided in this Agreement. Broker shall not be responsible for any loss sustained by Owner by reason of nonpayment or late payment of expenses for the Premises, which nonpayment or late payment resulted from Owner's failure to deposit funds or make payments as requested by Broker.

**7. PREPAYMENT OF RENT BY TENANT(S):** Owner agrees and understands that any prepayment of rent by any Tenant, during the term of any lease / residential rental agreement, prior to the month in which said rent is due and payable, the rents / monies shall be held in trust by Broker until such time as said paid rent is due and payable to Owner. (As example, if rent is \$1000 a month and rent for March is due on March 1 but the tenant pays that rent on February 15 to the Broker, the Broker may not release the \$1000 rent payment to Owner until the rent is due and payable on March 1).

Owner is advised by Broker to consult their professional tax advisor on the effect that prepaid rent has on your individual tax situation. For IRS purposes, prepaid rent income is deemed earned in the year in which the prepaid rent is received by the Broker.

**8. INSURANCE:** Both the Owner and Broker agree that the Owner shall maintain Homeowner's Insurance for the above mentioned property so long as MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC manages the subject Premises on behalf of the Owner. In addition the Owner will include MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC as an additional insured under the Liability portion of this policy with a minimum limit of no less than \$500,000. Said Policies shall be written to protect MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC in the same manner and to the same extent as the Owner. Owner shall provide to Broker evidence of insurance naming MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC as additional insured within 15 days of the date of this agreement and at time of each renewal.

**9. HOME WARRANTY:** Owner is encouraged to purchase a home warranty at a cost not to exceed \$575 for a 13 Month Home Warranty through Home Warranty of America for all homes under managements that were built over 5 years before the date that this property management agreement is signed. Owner shall renew this home warranty for so long as property is managed by Broker, if applicable.

**10. ENFORCEMENT OF LEASES:** The Owner authorizes the Broker to make all reasonable efforts to enforce the terms of the lease, in accordance with the applicable statutes in the Code of Georgia and any applicable provision of the Fair Debt and Collection Practices Act (FDCPA). Broker will comply with all applicable federal, state and local laws that are now in effect or that will come into effect during the term of this agreement. Owner agrees to pay the costs, including legal fees, incurred by Broker for such enforcement.

**11. LEGAL FEES FOR ADVICE:** Owner shall pay all expenses (*i.e. attorney fees, court costs, deposition fees etc.*) incurred by Broker in obtaining legal assistance regarding issues affecting the premises and/or any rental / lease agreement. Owner shall be responsible for paying for collection fees and costs of any collection agency or attorney that is hired by either the Broker or Owner to recover funds that are due to the Owner. Owner shall also pay the legal expense for legal proceedings as described in Paragraph 11 herein.

**12. LEGAL PROCEEDINGS:** Broker is empowered to sign and/or cancel leases on Owner's behalf, to enforce the provisions of same, to institute legal action or other proper proceedings to collect rents and other sums due, and when expedient, to settle, compromise and release such actions and suits, and to dispossess tenants, and other persons, including without limit institution of eviction proceedings in the name of and behalf of Owner, Broker may select the attorney of Broker's choice to handle any such matters and incur court costs at Owner's expense. Should Owner wish to institute and prosecute legal action on his/her own behalf, Owner must inform Broker in writing of such decision, prior to Broker engaging in legal proceedings on behalf of Owner. Broker is not responsible for defending owner against any claims brought against the owner in a proceeding or court action.

**13. COMMUNICATIONS/NOTICE:** Owner agrees to receive any and all communications from Broker at the address, phone and/or fax numbers and the email address below. Any notice required or permitted to be given pursuant to the provisions of this agreement shall be deemed given (1) when delivered personally, or (2) on the date such notice is deposited in the United States Mail, postage prepaid, certified or registered mail return receipt requested at following addresses.

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**14. OWNER REPRESENTATIONS AND WARRANTIES:**

- a. Owner represents and warrantys to Broker that Owner owns the Premises and the full right and authority to lease the Premises.
- c. Owner represents and warrants to the Broker that, to the best of Owner's knowledge, the Premises are:
  - i. free of hazardous and/or toxic wastes and/or substances (*as such terms are defined under applicable federal and state laws*).
  - ii. fit for human habitation; that there are no hidden or latent defects or conditions on or affecting the Premises.
  - iii. not the subject of any order to repair or to demolish or other order of any government authority.
  - iv. in compliance with all currently applicable laws, statutes and governmental rules and regulations. The Owner agrees that he/she will at all times during the term of this Agreement fully and promptly comply with the lawful requirements of all applicable governmental authorities.
- d. Owner declares that all mortgage payments have been made and the mortgage accounts are current.
- e. Owner acknowledges that he/she is responsible for payment of mortgages, taxes, liens, insurance, and all assessments.
- f. Owner acknowledges that security deposits may not be adequate to cover necessary maintenance, upkeep, repairs, etc.
- g. Owner warrants that there are operating smoke detectors on the premises.
- h. Broker (choose one) ☐ Shall ☐ Shall Not be permitted to allow animals on the property pursuant to any lease pursuant to any lease executed by Broker. If so, such lease shall provide for the payment of a non-refundable pet fee in the amount of no less than \$250.00 per pet with a limit of \_\_\_\_\_ pet(s), with each pet not to exceed \_\_\_\_ pounds. Any Pet Fees are non-refundable and will be treated like monthly rent, subject to Paragraph 5(a) above.

**15. AVAILABILITY OF TENANTS:** Broker shall make a good faith effort to obtain tenants for the Premises, but Broker makes no guarantee that tenants can be found.

**16. CHANGING LOCKS:** Owner agrees, that when one tenant vacates the property and another tenant moves in, that the Owner will have to pay to have all of the locks re-keyed.

**17. FILTEREASY:** Property Manager has partnered with FilterEasy, Inc. to provide a preventative maintenance HVAC service for our Owner's homes. If a property is equipped with one or more HVAC filters, property manager will add \$20 per month as a Utility & Maintenance Reduction Program to the total monthly rent amount. This fee will cover all of our costs in purchasing and delivering the a/c filter(s) directly to each tenant, as well as any follow up, inspections and instructions to the tenants, increased duties related to provisioning and maintaining the proper administration of this program including but not limited to Tenant account creation, HVAC filter ordering. Ultimately, this program is about protecting your physical asset by lengthening the life of your HVAC system. And there will be no cost to the Owner.

**18. DATA & RECORDS:** Owner agrees to make available to Broker, all data, records and documents pertaining to the property, which Broker may require to properly exercise his duties hereunder.

**19. TERMINOLOGY:** The term "*Lease*" as found herein shall be considered the one and the same as and have the same meaning as the term "*Rental Agreement*" and may be used interchangeably.

**20. LEAD-BASED PAINT DISCLOSURE:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosures") must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the Premises were all submitted, commenced, and constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a tenant of the property with the pamphlet "*Protect Your Family From Lead in Your Home*," to provide information to a Tenant of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42 USC 4582(d), as amended.

**21. FAIR HOUSING / AMERICANS WITH DISABILITY ACT:** Owner acknowledges that Owner and Broker must adhere to Federal Fair Housing and ADA requirements. Therefore Broker shall have the final decision in the event Broker determines that any Owner's decision conflicts with said laws. Owner shall be liable for any and all fines and costs incurred to defend Owner and/or Broker that are assessed against Owner and/or Broker for such violations.

**22. BINDING EFFECT:** This agreement shall be binding on, and for the benefit of the parties hereto and their respective heirs, successors and assigns. This agreement shall be governed by, interpreted under and enforced in accord with the laws of the State of Georgia. This is the entire agreement between the parties and may not be modified except in writing signed by both parties.

**23. BINDING AUTHORITY:** This agreement shall be binding upon the successors and assigns of Broker, and upon the heirs, administrators, executors, successors, and assigns of Owner.

**24. INDEMNIFICATION:** Owner agrees (a) to indemnify, defend and save the Broker harmless from all loss, expense, damage, claim suits and costs whatsoever (*including without limit attorney's fees and expenses*) incurred and arising from performance or attempted performance by Broker of its duties and powers hereunder whether for personal injury and/or property damage suffered by any person whomsoever on or about the Premises or otherwise. The Broker also shall not be liable for any error of judgment or for any mistake of fact or law or for anything; which, Broker may do or refrain from doing, hereinafter, except in cases of willful misconduct or gross negligence. The Broker shall not be responsible for any damage to the Premises, under any circumstance, by the tenant or others.

**25. SURVIVAL:** Indemnification and other provisions of this Agreement which benefit Broker shall survive any termination of this Agreement.

**26. FORCE MAJEURE:** Any delays in the performance of any obligation of Broker under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Broker, and any time periods required for performance shall be extended accordingly.

**27. FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, and counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax, electronic signature or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

**28. TERMINATION:** Either Party may terminate this Agreement upon a thirty (30) days written notice to the other party. Broker shall continue to be compensated under the terms of this agreement for all monies collected through the termination date. Broker's right to be compensated under this Agreement for any past due (at time of termination of this Agreement) Management, Leasing, NSF, Late and/or Application Fees shall survive termination of this Agreement and Owner shall pay to Broker all past due fees within 7 days of collection from Tenants. In the case of a past due Leasing Fee, said Leasing Fee shall be paid by Owner to Broker (in full) within 7 days of termination date, even if the Owner has not collected any funds from the Tenant's rent etc. Broker shall provide to Owner within 7 days of the termination date of this Agreement a written invoice of all past due fees and costs.

Owner shall comply with all applicable statutes under the Code of Georgia and any other applicable federal or local laws. If Broker is unable to comply with such laws due to the action or inaction of Owner concerning the Premises, Broker may immediately terminate this agreement by reason of frustration of compliance with law, by providing written notice of termination to Owner. Upon written notice of the termination of the management agreement to the tenant(s) of Premises, Broker shall have no liability to the tenant(s) concerning any events relating to their tenancy occurring after the termination of this agreement.

WHEREFORE, the parties have executed this Residential Management Agreement or caused the same to be executed by their authorized representative.

THIS AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Broker / Property Manager

\_\_\_\_\_  
Owner

MEGA AGENT PROPERTY MANAGEMENT GEORGIA LLC



Owner	Date
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## **Guaranteed Lease Program Addendum to Rental Management Agreement**

This Addendum is to be made part of the Rental Management Agreement dated \_\_\_\_\_ between Mega Agent Rental Management Georgia LLC (hereinafter MARM) and the undersigned Owner \_\_\_\_\_ (hereinafter OWNER) of real property located at \_\_\_\_\_.

It is stipulated between the parties that this addendum applies to the above referenced property only when Owner has selected property management services including Tenant Procurement under a *Rental Listing Agreement* AND *Residential Management Agreement* with MARM.

Should the Owner of the above referenced property have to evict the Tenant or the *Residential Rental Agreement* is terminated due to the Tenants default within 180 days after commencement of *Residential Rental Agreement*, MARM shall procure an acceptable replacement Tenant *without charge or commission* for said tenant procurement.

Should a cooperating agent bring an acceptable Tenant, the Owner shall pay \$500 as a fee to the procuring agent as a commission. MARM will not make any commission of any kind in this limited situation.

The following terms shall apply to this addendum:

1. This Addendum is applicable ONLY to the above referenced property and not to any other property owned by Owner.
2. If, during the referenced 180 day period, Owner or another company / broker procures a replacement tenant, or Owner retakes possession of the property, this Addendum and its obligations, requirements and conditions shall be deemed satisfied.
3. MARM's obligation is limited to efforts by MARM to find a replacement tenant, and MARM bears no responsibility for any commission, fee, or payment due from Owner to any other broker or company engaged by Owner. MARM is not responsible for any involvement in eviction or collection activities related to the Tenant that has been evicted or is in default of the *Residential Rental Agreement*.
4. Nothing in this Addendum shall be construed or implied to obligate MARM to pay any expenses incurred by the Owner related to the above referenced property.



5. Once a replacement Tenant has been procured, MARM's obligations herein shall be deemed satisfied and this Addendum terminated, with no further or repeat obligations / warranties available.
6. This Addendum is non-transferrable, non-assignable, and expires within 180 days after the initial Tenant's tenancy under the *Residential Rental Agreement's* is commenced.
7. MARM makes no additional warranties or promises, whether implied or otherwise.
8. MARM must approve tenant, prior to Residential Rental Agreement execution, for this Addendum to be valid. MARM has sole and unilateral authority to determine whether tenant "qualifies" for inclusion in the Guaranteed Lease Program, based on Tenant's background check, credit history, previous rental history, employment, or income verification and similar considerations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mega Agent Rental Management Georgia LLC

# Lease & Rental Walk-Thru Inspection Forms

The foundation of a well-run property management program is the rapport that develops between the Landlord and Tenant. **These two forms go a long way in establishing that great relationship.**





## RESIDENTIAL RENTAL AGREEMENT

State of GEORGIA

County of COBB

This rental agreement made at \_\_\_\_\_, GEORGIA, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Tenant(s) \_\_\_\_\_ (hereinafter called "TENANT"), and Owner \_\_\_\_\_ (hereinafter called "LANDLORD"), and by Mega Agent Rental Management Georgia LLC as Agent for Landlord shall provide as follows:

1. This Rental Agreement is governed by all of the statutes and provisions found in the Code of Georgia and all amendments thereto.

2. LOCATION: The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the County of \_\_\_\_\_, State of GEORGIA, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:

Property Address: \_\_\_\_\_.

3. TERMS: This Rental Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.

4. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978: See Lead-Based Paint Disclosure Addendum attached. (*Only Applies for Rental Properties built prior to 1978*).

5. RENTAL APPLICATION: The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any of the facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages resulting therefrom.

6. RENT: Tenant agrees to pay Landlord a rent of \$\_\_\_\_\_ per month along with an additional \$20 per month Utility & Maintenance Reduction Program Fee payable on or before the first day of every month during said term for a total amount due of \$\_\_\_\_\_ monthly. The rent & fees are payable to: MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC, or

as Tenant may be advised from time to time in writing. **In the case of multiple Tenants in a single unit, ONE check or money order shall be submitted for the total amount of the monthly rent.** Tenant agrees that failure to pay rent pursuant to the terms hereof is a willful violation of this Residential Rental Agreement.

Tenant further agrees to pay a late fee of \$50.00 if rent is paid after the 5<sup>th</sup> day of the month. Where the term of the Residential Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$\_\_\_\_\_ per day (*based on 30 Day Month*) for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Residential Rental Agreement, and payable on the first (1<sup>st</sup>) day of the final month of the Residential Rental Agreement upon termination.

7. OCCUPANTS: Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are:

\_\_\_\_\_  
\_\_\_\_\_

In no event shall more than \_\_\_\_\_ persons be allowed to occupy said premises.

8. RETURNED CHECKS: Tenant agrees to pay \$30.00 for each dishonored check for accounting costs and handling costs, plus late charges if the check is not made good before the sixth (6<sup>th</sup>) day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cashiers check, certified check or money order. If any check for the security deposit or the first months rent is returned for insufficient funds, the Landlord may declare this Residential Rental Agreement void and immediately terminated.

9. RENEWAL TERMS: The Tenant shall notify Landlord no later than 30 days prior to the end of this rental agreement, if Tenant intends to renew the Rental Agreement for another term that matches the same terms and conditions of the original Rental Agreement. Should Tenant decide to renew the Rental Agreement for a different length of time than the original Rental Agreement, said new terms must be agreed to by all parties in writing prior to the 30-day notice. Any renewal shall be subject to any increase in rental rates, as required by Landlord. Any renewal of the rental agreement will be a new agreement that must be signed by all parties. There is a \$100 lease renewal fee chargeable to the tenant and payable to Mega Agent Rental Management upon each renewal of rental agreement. Should Tenant choose NOT to renew Rental Agreement for another term, the Landlord shall be granted the right to market the home for sale or lease within the final 30 days of the lease term. Tenants shall cooperate with Landlord's Real Estate Agents and Tenants will be notified in advance of all showings. Tenant will be charged \$100 for each showing denied by Tenant.

(a) HOLDOVER: If Tenant remains or continues to be in possession of the leased premises or any part thereof after the termination of this rental agreement / lease without the consent of the Landlord, said holdover shall be considered willful and not in good faith and Landlord may be entitled to recover amounts as prescribed under Georgia law.

(b) TENANCY AT WILL: If the tenancy underlying this residential rental agreement ever becomes a Tenancy at Will, the Tenant shall be required to give Landlord 30 days written notice in order to terminate the rental agreement. For illustration of this clause - If a tenant-at-will gives

notice to the landlord on July 15 of his intention to vacate the rental property on August 1 the lease will not terminate until August 15. The tenant is still responsible for the full August rent which came due before the lease terminated.

10. SUBLEASE: Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord and/or their Agent. Tenant must have written permission from Landlord for guests to occupy the premises for more than 14 days.

11. BROKERAGE RELATIONSHIPS IN THIS TRANSACTION:

A. Leasing Broker is \_\_\_\_\_ and is:

- (1) ☐ representing Tenant as client.
- (2) ☐ not representing Tenant (Tenant is a customer).
- (3) ☐ acting as dual agent/representing Landlord and Tenant.
- (4) ☐ acting as designated agent where \_\_\_\_\_ has been assigned to exclusively represent Tenant.

B. Listing Broker is \_\_\_\_\_ and is:

- (1) ☐ representing Landlord as client.
- (2) ☐ not representing Landlord (Landlord is a customer).
- (3) ☐ acting as dual agent/representing Landlord and Tenant.
- (4) ☐ acting as designated agent where \_\_\_\_\_ has been assigned to exclusively represent Landlord.

12. MANAGEMENT DISCLOSURE: The name and address of the person authorized to manage the Premises and Property is as follows:

Brokerage Firm: \_\_\_\_\_ (hereinafter "Manager")

Address of brokerage Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone number: \_\_\_\_\_

13. AGENCY AND BROKERAGE:

a. Agency Disclosure: In this Rental Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner / Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.

b. Brokerage: The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

14. UTILITIES AND SERVICES: Tenant agrees to pay for all utilities and services except

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which will be paid for by Landlord. In the event of Tenant default on the payment of utilities, the Landlord may (but is under no obligation to) pay for the utilities and then charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this rental agreement.

Tenant shall pay all costs of hook-ups, connection fees and security deposits in connection with providing utilities to the premises during the term of the Rental Agreement.

The Tenant shall be responsible for all costs associated with trash / garbage pickup, if trash / garbage pickup is not provided by a municipality as part of property taxes. Tenant shall provide their own trash container consistent with trash / garbage vendor requirements, should one not be provided by the vendor.

15. TENANT OBLIGATIONS: Tenant agrees to comply with the provisions of all applicable statutes and provisions in the Code of Georgia, and to keep the dwelling unit and all parts of the premises that they lease, safe and clean. Tenant agrees to maintain the property in the same condition as the property was delivered to the tenant at occupancy. Tenant shall be responsible for all damages to the property beyond normal wear and tear.

Tenant shall maintain the lawn and shall keep the lawn mowed, edged, free of weeds and free of fire ants. Tenant shall ensure that all flower beds are free of weeds. Tenant shall keep all shrubs and landscaping neatly trimmed. Tenant shall keep the roof and gutters free of leaves and debris. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant shall be responsible for any and all pest control on the property. Tenant agrees to comply with the rental agreement and rules & regulations the landlord may adopt concerning the Tenants' use and occupancy of the premises.

Tenant shall be responsible the installation and cost for the replacement of any and all light bulbs. Tenant shall repair, at Tenant's expense, any damage to the property caused by the Tenant. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises. Tenant also agrees to pay for repairs and loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to landlord of any inspection reports or repair estimates that Tenant may obtain. Tenant agrees to report to landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT, unless allowed under Georgia law. All improvements or repairs made by Tenant to said premises shall become the property of the landlord / owner. Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for any damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported HVAC problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe and habitable condition.

Tenant shall not change locks on the home without written permission from the Landlord / Agent and if approval for lock changes is granted then a key to the home shall be supplied immediately to the Landlord / Agent.

Should Tenant make any maintenance request on the Landlord / Agent, that request must be in writing and dated. Any maintenance requests may be submitted via Agent's website. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the lease and a material noncompliance with the rental agreement and is grounds for termination of tenancy and eviction from the premises.

**MAINTENANCE OF PREMISES:** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition. The Landlord further agrees to maintain in a reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by them. Landlord is not responsible for changing batteries in smoke detectors or light bulbs. If the Landlord or Management has provided a washer and dryer in the premises for the Tenants use, the washer and dryer are provided for the Tenant's convenience and are provided in "as-is" condition and no repairs (or replacement) will be made to the washer and dryer that have been provided.

If the Landlord has provided an active Home Warranty on the home from a licensed Home Warranty Company, the Tenant shall be responsible for the payment of any trade / service call fee that is charged at the time that services are performed by contractors / technicians on behalf of the home warranty company. If the repair is covered by the home warranty company, Tenant shall submit to the Landlord the receipt for said trade / service call fee, and they will be reimbursed by Landlord within 45 days. The Tenant is responsible for contacting the Home Warranty Company for any maintenance / repair work that needs to be performed at the property. Any services that are covered by the Home Warranty shall be performed by contractors of Home Warranty Company and shall relieve Landlord of any obligation to make the specific repairs / maintenance on the property that are covered by the home warranty. The Tenant shall also notify Landlord or Landlord's Agent immediately after contacting the Home Warranty Company for service. This paragraph is not applicable if the Landlord has not provided a home warranty on the property. If the Landlord or Management has provided a washer and dryer in the premises for the Tenants use, the washer and dryer are provided for the Tenant's convenience and are provided in "as-is" condition and no repairs (or replacement) will be made to the washer and dryer that have been provided.

16. **ESSENTIAL SERVICES AND APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection.

17. **UTILITY & MAINTENANCE REDUCTION PROGRAM:** A \$20 charge will be used to have HVAC filters delivered to their home approximately every 30 days under the Utility & Maintenance Reduction Program. Tenant shall properly install 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 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 Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement 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, A/C or heating system caused by Tenant's neglect or misuse.

18.     DESTRUCTION OF PROPERTY: If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Rental Agreement, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Rental Agreement if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests.

19.     RIGHT TO ACCESS: The Tenant shall not unreasonably withhold consent to the Landlord to enter the property to inspect the premises; to make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the property to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant in case of an emergency.

The Landlord and/or Landlord's Agent shall not abuse the right of access. Except in cases of emergency or unless it is impracticable to do so, Landlord shall give the Tenant at least two (2) days notice of the Landlord or Landlord's Agents intent to enter and may enter only at reasonable times. Posting on the primary door of entry to the residence of the Tenant stating the intended time and purpose of the entry shall be a permitted method of purpose of the Landlord or Landlord's Agents right of access to the premises.

The Landlord and/or Landlord's Agent has no other right of access except; pursuant to court order, as permitted by the Code of Georgia when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises, or as otherwise allowed by law.

20.     MILITARY CLAUSE: If the Tenant is a member of the Armed Forces of the United States, stationed in the greater Atlanta area, and shall receive permanent change of station orders out of the area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

21. DESTRUCTION OR DAMAGE TO PREMISES: If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

(a) immediately vacate the premises and notify the Landlord in writing within fourteen days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(b) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the landlord shall return security deposit to the tenant with proper accounting as required by law. Accounting for rent in the event of:

1. CONDEMNATION: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (*whether or not the rented premises shall be affected*) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

2. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property. Abandonment by Tenant shall also be found where there is no electrical service at the property for a period of 7 consecutive days.

22. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$\_\_\_\_\_, equal to one (1) month's rent, to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental

agreement. Security deposit is to be paid in full, with Certified Funds at the time of move-in occupancy.

Upon termination of the tenancy, the \$ \_\_\_\_\_ held as Security Deposit by Landlord may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's non-compliance with this Lease and applicable statutes in the Code of Georgia. Any deduction from the Security Deposit must be itemized by written notice by Landlord to the Tenant of the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the tenant, whichever is later. The refund of any Security Deposit to Tenant shall be delivered within the 30 days.

The Security Deposit shall be returned to Resident within 30 days only after the following conditions have been met:

1. There are no unpaid charges, damages, or rentals due by Tenant to Landlord hereunder.
2. The premises, including designated kitchen appliances, have been cleaned thoroughly, in accordance with Landlord and/or their Agent's written MOVE-OUT POLICY. If Resident fails to clean in accordance with the written MOVE-OUT POLICY, reasonable charges to complete such cleaning shall be deducted.
3. After inspection by either the Landlord and/or their Agent, appropriate charges will be deducted for any unpaid damages or repairs to the premises or its contents (*beyond reasonable wear & tear*).

The Security Deposit or other like amounts received by Landlord from Resident pursuant to this Rental Agreement will be held and disbursed subject to the terms of this Rental Agreement and the Code of Georgia. In the event Landlord appoints his agent, broker or manager to hold and disburse funds, Tenant hereby consents to such appointment. In the event of a sale of the premises by Landlord, upon Landlord's compliance with the applicable statutes and provisions in the Code of Georgia. Tenant will look solely to the successor Owner / Landlord, or said Owner / Landlord's agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to original Landlord / Owner.

In situations where there are multiple roommates signed to this residential rental agreement, only one check will be issued for return of the Security Deposit. If any tenant(s) individually abandon / leaves the property and is released from this rental agreement whether with or without the approval of the Landlord, they understand that they will relinquish any claim to the Security Deposit funds being held by the Landlord / Agent and said departing tenant understands that they must seek any compensation for Tenant shall be responsible for the which they may be entitled from the remaining tenants.

If there is a bona fide dispute over the Security Deposit, Holder of Security Deposit funds may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its

duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

The Security Deposit shall be held by the Landlord or his agent, broker, or manager without interest to the Tenant. Any interest earned shall accrue to the agent, broker or manager.

Any Tenant Security Deposit held in trust by Agent on behalf of the Landlord / Owner will be on deposit in an account at Branch Banking and Trust Company (BB&T).

23. PERSONAL PROPERTY LEFT ON PREMISES AFTER EXPIRATION OF TERM. If Tenant's rights to occupy the premises end because of the end of the lease or because of default, then Tenant must remove all of its personal property. If the lease has ended naturally, then all personal property must be removed by the last day of the Residential Rental Agreement's term. If Tenant is in default, then all personal property must be removed by the date set out in Landlord's / Property Managers notice letter. Any personal property left on the premises after those dates will be stored for fourteen (14) days and then discarded. Tenant will be liable for all moving and storage charges, and will not hold Landlord liable for damage caused by simple negligence in moving or storing the property.

24. DEFAULT OF RENTAL AGREEMENT BY TENANT:

a. Default Generally: Tenant shall be in default of this Rental Agreement upon the occurrence of any of the following:

- (1) Tenant fails to abide by any of the terms and conditions of this Rental Agreement.
- (2) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
- (3) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
- (4) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
- (5) Prior to the end of the Rental Agreement, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises without the consent of Landlord.

b. Effect of Default: If Tenant defaults under any term, condition or provision of this Rental Agreement, Landlord shall have the right to terminate this Rental Agreement by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Rental Agreement term shall immediately become due and payable upon the termination of the Rental Agreement due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Rental Agreement. Additionally, upon termination herein, the Tenant shall remain responsible for all rent until landlord / agent finds a suitable replacement tenant or until this Rental Agreement term ends, whichever happens first. All rights and remedies available to Landlord by law or in this Rental Agreement shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and three day opportunity to cure the default.

In the event that Landlord / Agent has filed a dispossessory action against the Tenant and the

Tenant brings account fully current (including all late fees and charges) prior to a court hearing, the Tenant shall pay to Landlord liquidated damages in the amount of \$100 and Administration Fee to Agent in the amount of \$50. The right of the Tenant to cure any breach of this Rental Agreement is limited to 4 times in a 12 month period. Any claim not satisfied by Tenant may be turned over to a collection agency and reported to the credit bureaus.

If Tenant ever wishes to move out and terminate this Residential Rental Agreement before the ending date of the Residential Rental Agreement, Tenant and Landlord / Agent must agree, in writing, to the early termination and the Tenant shall remain responsible for all rents and unpaid back rent along with other damages as allowed by law. Additionally, Landlord / Agent will charge Tenant the monetary equivalent of 1 months rent as a non-refundable termination fee. Landlord will not seek rent beyond the day that the new tenant takes possession.

25. REMEDY AFTER TERMINATION: If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement.

- a) Tenant shall remain responsible for all rent until landlord / property manager finds a suitable replacement tenant or until their Residential Rental agreement term ends, whichever happens first.

26. UNAUTHORIZED USE TERMINATION: Any indication of business use, unauthorized or illegal drug activities, or any criminal activities are grounds for immediate termination of this rental agreement and will be considered a breach of rental agreement terms.

27. NOTICE: A Landlord receives notice when it is delivered at the place of business of the Landlord through which the rental agreement was made or at any place held out by Landlord as the place of receipt of the communication.

28. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.

29. NO SMOKING: Tenant acknowledges that smoking IS NOT allowed inside the rented property. If there is evidence that Tenant has smoked or allowed smoking inside the property, this action may be considered a breach of this agreement, at the sole discretion of the Landlord. The Tenant shall also, will be responsible for any damage to the property caused by the smoking.

30. CARPET CLEANING: The Tenant agrees to pay for and have all of the carpets in the property professionally cleaned by a carpet cleaning company that has been approved by Mega Agent Rental Management prior to termination of this agreement and return of keys to Landlord / Landlord's Agent.

31. INVENTORY: Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.

32. PETS: Except for legitimate Service Animals and/or Emotional Support Animals, Tenant shall not keep domestic or other pets on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if

Tenant makes the following fee payments, submits / pays for Pet Application / Screening for all pets via MegaAtlanta.PetScreening.com and signs a Pet Addendum that is made part of this Rental Agreement.

Fees:

- (a) All approved pets / animals are subject to a required non-refundable \$25.00 Pet Administrative Fee to Mega Agent Rental Management Georgia LLC, per pet, upon move-in. This is not applicable for Service Animals and/or Emotional Support Animals.
- (b) a non-refundable fee of \$250 per pet upon move-in. This fee is solely for the privilege of keeping a pet on the premises and is NOT a damage deposit of any kind. This is not applicable for Service Animals and/or Emotional Support Animals.
- (c) a refundable deposit for the pet(s) in the total amount of \$\_\_\_\_\_, for the term of this agreement. Tenant shall be responsible for the pet, its behavior, and any damage done by the pet. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted pet upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the pet. This refundable deposit is not applicable for Service Animals and/or Emotional Support Animals.

Except for those Pets authorized in the Pet Addendum attached to this Rental Agreement (if applicable), no other animals are authorized to be within the Premises. This includes, but is not limited to, pets which belong to guests or pets which are only staying for short period of time. If an unauthorized pet is found on the premises, Tenant(s) agree to pay Landlord an Unauthorized Pet Charge in the amount of \$100 per day until the pet(s) is removed from the premises. Tenant(s) will also be responsible to have the subject property treated for by an approved pest control company and carpets cleaned by an approved carpet cleaning company. Unauthorized Pets found at the subject property, is a material breach of this Residential Rental Agreement.

All terms and conditions of the signed Pet Addendum are incorporated herein.

Additionally, a NO PET NOTICE / ADDENDUM will be attached and incorporated into this Residential Rental Agreement if Tenant(s) do not have, nor plan to have, pets living in the premises.

33. WAIVER: A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties found in the Code of Georgia and all amendments thereto, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

34. PEACEFUL ENJOYMENT: The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.

35. PROVISIONS: The provisions of this Residential Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.

36. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.

37. RENTAL RATE ADJUSTMENT: On or after the expiration of the initial terms of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail with the United States Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.

38. RULES AND REGULATIONS: Tenant acknowledges receipt of a copy of the Mega Agent Rental Management Tenant Handbook and understands that its contents are made part of this rental agreement. The common area facilities, if any such as swimming pool, laundry room, recreational, clubhouse, or other common area facilities, when open and operating are subject to applicable rules and regulations, as if the Tenant was the Owner. The Tenant agrees to faithfully abide by all rules and regulations that the Landlord has now or may hereafter adopt for use of the premises. The Tenant agrees that they are required to follow all Home Owner Association, Condo Owners Association, and Townhome Owner Association rules and regulations as if they were the owner of the property.

39. JOINT RESPONSIBILITY: If this Residential Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several and the use of the singular shall include the plural.

40. LANDLORD'S ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

**LANDLORD / MANAGEMENT**

Mail: MEGA AGENT RENTAL MANAGEMENT GEORGIA LLC  
204 River Marsh Ct.  
Woodstock, GA 30188  
Phone: (678) 549-4194

41. FACIMILIE AND OTHER ELECTRONIC MEANS: The parties agree that this may be communicated by use of a fax or other secure electronic means, including but not limited to email, the Internet, and electronic signature programs. The signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party. Electronic Signatures shall be valid pursuant to the federal *Electronic Signatures in Global and National Commerce Act* and Georgia's *Electronic Record and Signatures Act*.

42. SECURITY DISCLAIMER: Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Rental Agreement any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.

43. MEGAN'S LAW: The Tenant and Landlord agree that the Property Manager or Real Estate Broker(s) representing Tenant and/or Landlord and all affiliated agents and employees are not responsible for obtaining or disclosing any information contained in the Georgia Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents and employees for failure to obtain or disclose any information contained in the Georgia Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other law enforcement agencies.

44. TIME IS OF THE ESSENCE: Time is of the essence of this Residential Rental Agreement.

45. WAIVER OF HOMESTEAD RIGHTS: Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.

46. ENTIRE AGREEMENT: This Residential Rental Agreement contains the entire agreement between the parties hereto and all previous negotiations thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this Residential Rental Agreement shall be valid unless accepted by the Landlord in writing. TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

47. NON-RELIANCE CLAUSE: Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

48. SEVERABILITY: Should any provision of this Rental Agreement be held or deemed invalid, the invalidity does not affect other provisions or application of this Rental Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Rental Agreement are severable.

49. ADDITIONAL TERMS: \_\_\_\_\_

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD SEEK COMPETENT  
LEGAL ADVICE BEFORE SIGNING.

**WHEREFORE**, the parties have executed this Rental Agreement or caused the same to be executed  
by their authorized representative, the day and year first above written.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord / Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord's Agent

Leasing Broker: \_\_\_\_\_

Listing Broker: Mega Agent Rental  
Management Georgia LLC

\_\_\_\_\_  
MLS Office Code    Brokerage Firm License #

Listing Broker: If adjacent box is checked  
☐, Listing Broker is also the manager here  
hereinafter shall have the authority to act  
as the agent of landlord herein.

By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
MLS Office Code    Brokerage Firm License #

\_\_\_\_\_  
Leasing Agent's Georgia License #

By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Leasing Agent's Georgia License #



## PET ADDENDUM

THIS AGREEMENT to and made part of the Residential Rental Agreement dated \_\_\_\_\_, 20\_\_\_\_ by and between Tenant(s)\_\_\_\_\_ (hereinafter called "TENANT"), and \_\_\_\_\_ (hereinafter called "LANDLORD"), and by Mega Agent Rental Management Georgia LLC as Agent for Landlord for the property located at \_\_\_\_\_.

Tenant desires to keep a certain pet described below on the Property and the Residential Rental Agreement specifically prohibits allowing pets on the Property. The Residential Rental Agreement is hereby amended by this Pet Addendum to grant such permission to the Tenant. In exchange for this permission, the Tenant agrees as follows:

1. To pay to Landlord a non-refundable "Pet Fee" in the amount of \$250 per pet. This fee is solely for the privilege of keeping a pet on the premises and is NOT a damage deposit of any kind.
2. To pay a \$25.00 Pet Administrative Fee, per pet, upon move-in.
3. To keep the pet from causing any annoyance, discomfort and/or physical harm to others and to immediately remedy any complaints concerning the pet.
4. To keep the pet from damaging any property belonging to the Landlord or others.
5. To immediately pay for any injury, damage, loss, or expense caused by the pets to the property, person or entity on the property.
6. To notify Landlord / Agent should any approved pets become pregnant and/or give birth to offspring.
7. To keep the pet under control at all times.
8. To keep the pet restrained, but not tethered, when it is outside of the dwelling.
9. Not to leave the pet unattended for an unreasonable period of time.
10. To abide by all terms and conditions found in Section 29 ("Pets") of the Residential Rental Agreement that this addendum is made part of.
11. To hold the Landlord / Agent harmless from all liability arising from the Tenant's ownership or keeping of the pet, including but not limited to any liability resulting from the Landlord turning said pet over to local pet policing authorities should the pet be found unsupervised.
12. To dispose of the pet's waste properly and quickly.
13. To ensure that the pet will wear the appropriate Local Animal License, a valid Rabies Tag and tag bearing the owners name and phone number. All licenses and tags must be kept current.
14. To provide the Landlord / Agent with evidence from the Veterinarian that all necessary shots are current and that the pet does not display a tendency to be aggressive or harmful.
15. Tenant agrees to control flea infestation and will exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by tenant. If fleas are present at the move out inspection, Tenant will be responsible to pay for the cost the whole house flea extermination treatment which may take multiple treatments to rid the home of fleas.
16. Tenant agrees that Landlord / Agent will not be responsible for the injury, harm, or death of the animal, and agrees to hold Landlord / Agent harmless for any damages suffered as a result of any harm caused on the animal or by the animal upon another person, guest or employee. Tenant shall be responsible for the entire amount of all damages (financial and otherwise) caused by the pet, as well as the entire amount of any injury to individuals or property. Tenant is encouraged to obtain a Pet Liability Policy that can be added as a rider to most renter insurance policies.
17. Tenant agrees that they are required to have their pets re-screened by Mega Agent Rental Management Georgia LLC on an annual basis, through PetScreening.com. The costs associated with the re-screening are the responsibility of the Tenant(s) and is payable directly to PetScreening.com. If the Tenant fails to rescreen their pet(s) by the 15th day of the first renewal month, then tenant will be assessed a late screening fee of \$50, per pet, for every month that the re-screening is not submitted beginning on the 15th day of the first renewal month. The website for filing of the re-screening of the pet(s) is MegaAtlanta.PetScreening.com.

The permission granted in this Pet Addendum shall be limited to certain pet(s) named \_\_\_\_\_ and described as follows:

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Full-grown Weight: \_\_\_\_\_ Full-grown Height: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Neutered: Yes No

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Full-grown Weight: \_\_\_\_\_ Full-grown Height: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Neutered: Yes No

In no event should there ever be any more than 2 pets at the home without the express written consent of the landlord.

Should the Tenant fail to comply with any part of this Pet Addendum, the Landlord / Agent reserves the right to revoke permission to keep the pet. In such event, the Tenant agrees to permanently remove the pet from the property within 24 hours of receiving written notice thereof from the Landlord; failure to comply with same shall be grounds for immediate termination of the Residential Rental Agreement.

I ACCEPT FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF MY PET.

I UNDERSTAND THAT VIOLATIONS OF ANY OF THESE RULES MAY BE GROUNDS FOR REMOVAL OF MY PET AND/OR TERMINATION OF MY TENANCY.

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LANDLORD

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

LANDLORD'S AGENT

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

TENANT

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

TENANT

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date



# Monthly Statement

**This monthly statement is sent to the Owner with invoices, if any, usually by the 11th day of the Month.**



Rental Owner Statement

Buildium Sample Reports  
123 Main Street  
Hometown, MA 99999

Bob Sutter  
4000 Main Street  
Providence, RI 12345

Statement Period	Statement Date
4/1/2010 - 4/30/2010	9/22/2010

Summary by Property

	72 Church St	74 Church St	76 Church St	Total
Beginning Cash Balance as of 4/1/2010	\$3,400.00	\$1,040.00	\$695.75	\$5,135.75
+ Additions				
Income	\$400.00	\$750.00	\$750.00	\$1,900.00
Owner Contribution	\$0.00	\$0.00	\$0.00	\$0.00
- Subtractions				
Expense	(\$150.00)	(\$475.00)	(\$200.00)	(\$825.00)
Owner Draws	\$0.00	\$0.00	\$0.00	\$0.00
Ending Cash Balance	\$3,650.00	\$1,315.00	\$1,245.75	\$6,210.75
-Reserve Target	(\$100.00)	(\$100.00)	(\$100.00)	(\$300.00)
=Available Cash Balance	\$3,550.00	\$1,215.00	\$1,145.75	\$5,910.75

Net Income by Property

	72 Church St	74 Church St	76 Church St	Total
Income				
Rent Income	\$400.00	\$750.00	\$750.00	\$1,900.00
Subtotal	\$400.00	\$750.00	\$750.00	\$1,900.00
Total Income	\$400.00	\$750.00	\$750.00	\$1,900.00
Expense				
Management Fees	\$100.00	\$100.00	\$100.00	\$300.00
Subtotal	\$100.00	\$100.00	\$100.00	\$300.00
Repairs				
Electrical		\$75.00		\$75.00
Plumbing			\$100.00	\$100.00
Repairs - Other	\$50.00	\$300.00		\$350.00
Subtotal Repairs	\$50.00	\$375.00	\$100.00	\$525.00
Total Expense	\$150.00	\$475.00	\$200.00	\$825.00
Net Income	\$250.00	\$275.00	\$550.00	\$1,075.00

# Miscellaneous Forms

**These are some forms that you may want  
to reference during your time under  
management with  
Mega Agent Rental Management.**





## ACH DIRECT DEPOSIT FOR PROPERTY OWNERS

Property Management Division, Mega Agent Rental Management Georgia LLC

I, \_\_\_\_\_ give Mega Agent Rental Management Georgia, LLC permission to “direct deposit” the proceeds from my rental property into my checking account at:

\_\_\_\_\_ (Bank/Credit Union). My bank

routing number is \_\_\_\_\_ and my checking account

number is \_\_\_\_\_. I have included a voided check for the account listed above where I would like my funds to be deposited.

\_\_\_\_\_  
Property Owner Name (Please print)

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Address

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
				-				-		
<b>or</b>										
<b>Employer identification number</b>										
					-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.