**RDM MANAGEMENT**

**PO BOX 13989**

**SAVANNAH, GA 31416**

**912 660-1200**

**rdmPropertyManagement.com**

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**LEASE ADDENDUM**

1) ADDENDUM

It is understood that this addendum is incorporated as part of the lease. All rules and terms of this addendum shall be considered as a part of the rental agreement.

2) MOVE OUT

Lessee acknowledges the Lessee must deliver apartment empty and clean. There are no exceptions. All apartments are to be left broom clean, and kitchen & bathroom appliances and fixtures clean upon vacating the apartment.

By signing this rental agreement, the Lessee’s agree that upon surrender or abandonment the Lessee shall not be liable or responsible for storage or disposition of the Lessor’s personal property.

3) INSURANCE

Lessee’s are aware that the Lessor insurance does not cover Lessees' personal property.

It is the Lessee’s responsibility to maintain insurance coverage (renters insurance) on personal belongings. Lessee’s agree that all personal property of Lessees placed or stored on or about the Property are there at the exclusive risk of Lessees. Lessor assumes no responsibility for personal belongings of Lessee, for any reason including if they are damaged by weather, stolen, vandalized, water leaks, computer damaged by electrical surge, etc.

4) LOCKS

Changing of locks is strictly prohibited without Lessor permission. Any security concerns must be addressed to lessor. If a Lessee changes a lock without permission, the lock will be changed back and a fee of $100 plus the cost of the locksmith will be charged or deducted from the security deposit. If keys are not returned to the office following move-out, Lessor may and can change the locks, along with the mailbox lock, and deduct $150 lock change fee and or $100 mailbox lock change fee.

5) LOCK OUTS/LOST KEYS

If you misplace your keys, or lock yourself out of your apartment you will be responsible for the cost of getting a locksmith and getting access. Do not change the locks (see above). If you are locked out, maintenance or management staff will open lock and give you access if available. You will be charged a lockout fee of $75.

6) SMOKING

There is no smoking (of anything including tobacco, marijuana, or other substances) in the property common areas which include, but are not limited to: Common area hallways, vestibules, elevators, stairwells, lobbies, community rooms, and laundry rooms. Residents are not permitted to smoke or grow marijuana, tobacco, or any other similar or related substance inside their apartments at any time.

7) CLOGS & BACKUPS

Lessees are responsible for all clogged drains, garbage disposals, and toilets due to Lessee negligence. Please take care of clearing drains, disposals and toilets if possible. If foreign matter is found, you will be charged plumber's cost, and if necessary, weekend or evening rates.

8) RENT PAYMENT

Rent for the entire month is due on the first of every month. Rents are not prorated after move in. If a Lessee is planning to vacate before the end of the month the rent for the entire month will be due regardless if the keys are turned in before the end of the month. We will begin constable service of notice of evictions for delinquent accounts at your expense after the 10 of the month. You will also be liable for any further legal fees expended for eviction. Defaults by either lessee or guarantors will be reported to all three national credit bureaus. This may severely impede your credit worthiness for many years.

Each Lessee may enroll in our online portal and pay rent via EFT transfer.

9) BOUNCED PAYMENTS

A service fee of $150.00 may be assessed for any checks or online payments bounced or returned for insufficient funds. If you bounce more than one payment in a lease period, we will not accept another personal check to cover your rental payments. Payment must be made in cash, money order, or bank check.

10) UNAUTHORIZED RESIDENT

All residents must be approved by Lessor. Any unauthorized resident will be considered to be trespassing and the Lessees will be found in violation of the lease.

11) SUBLETTING

No Lessee will allow anyone not on the lease to move in or will not sublet to anyone without getting the Lessor’s permission. Occupancy is limited to the named lessees only. If anyone not on the lease is approved to move in, an additional $100 per month may be charged.

Subletting shall not be unreasonably withheld pending application acceptance by the lessor. At his own discretion, lessor may require payment in full of the balance of the lease prior to the approval of a sublease.

12) EXTENDED ABSENCE

If management is not notified and Management determines that the resident has been absent from the unit for longer than 60 continuous days or for longer than 180 continuous days for medical reasons, Management may initiate action to terminate tenancy. Management does have the discretion to allow for exceptions for extenuating circumstances.

13) SECURITY DEPOSIT

a. At the end of the lease, the Lessor will return the security deposit with no interest within 30 days of move out, less any deductions that need to be made. One check will be cut to each of the original Lessees named in the lease agreement only. You will be responsible for providing a forwarding address for where the refund check is to be sent.

b. If keys are not returned to the office within 48 hours, Lessor may and can change the locks, as well as the mailbox lock, and deduct $150 lock change fee and or $100 mailbox lock change fee.

c. I understand that under no circumstances will any monies be returned to me until all provisions of the lease and all addendums have been met.

d. I understand that when I move, the refrigerator, stove, etc. as well as the bathrooms must be thoroughly cleaned. If any food is left in the refrigerator, cabinets, etc. I agree to pay a $250.00 dollar cleaning charge. If the refrigerator or any other appliance, fixture or structures of the premises or common areas are ruined due to neglect I agree to pay for all damages incurred.

e. Lessee may not apply Security Deposit towards rent, unless approved by Lessor in writing

f. Lessee will complete an apartment move-in condition inspection upon move-in which is used to determine repair charges upon Lessee inspection after move out.

14) SMOKE AND CO DETECTORS

a. Lessor agrees to provide working smoke detectors and CO detectors where gas is present on the premises that conform to all local applicable fire and safety codes.

b. Lessor agrees to repair or replace any defective detector within (3) business days of being given written notice of the inoperative condition of the detector.

d. Lessee agrees to perform safety inspection and operational tests of the smoke and CO detection devices located in the leased apartment within 48 hours of initial occupancy and report in writing any inoperative smoke or CO detection units to the Lessor within 24 hours of the discovery of the inoperative smoke detection unit. Lessee agrees to perform safety inspection and operational tests of the smoke and CO detection devices located in the leased apartment on a monthly basis and report in writing any inoperative smoke or CO detection units to the Lessor immediately.

e. Lessee agrees to not disable any smoke or CO detection device or knowingly allow any other person to disable a smoke or CO detection device in the apartment subject to the attached lease.

f. Lessees waive any rights, claims, demands, and causes of action for any and all injury or damages to persons or property arising out of the failure or inadequacy of operation of a smoke detection unit in the apartment subject to the attached lease. Particularly in the event the Lessee fails to make the required safety inspections and operational test as enumerated above, or disables or allows the disabling of the smoke detection equipment as enumerated above.

g. Hold harmless and indemnify the Lessor against any claims made against the Lessor arising out of the failure or inadequacy of a smoke detection device made the subject of this lease in the event the Lessee fails to make the required safety inspection and operational tests as enumerated above, or disables or allows the disabling of the smoke and/or CO detection equipment as enumerated above.

15) STORAGE

Lessor gives no authorization of storage of goods or possessions of any kind in basement, common stairwells or attics. Lessor will not be responsible for loss, damage, or theft of these goods. With 7 days notice, Lessor can ask all Lessee belongings in common areas be removed, if not, Lessor can remove them at a cost to be billed to the Lessee. In addition, if Lessees leave anything either in common areas or in the apartments they were renting, after their lease expires, Lessor will cleanout those belongings and dispose of, at a cost of $250 or the cost of disposal, whichever is greater.

16) PETS

No pets are allowed on the premises unless written permission is granted by the Lessor and a “Pet Agreement” is executed. The Pet Agreement will be an addendum to the Lease Agreement. Any charges and fees identified in the Pet Agreement must be paid in full or the Pet agreement is null and void.

I understand that bringing a pet into the apartment, even for a visit that has not been approved by the Lessor may lead to eviction and forfeiture of the security deposit identified in the Lease Agreement.

Furthermore, I agree to reimburse Lessor for any costs **above** the amount of security deposit retained under the Lease Agreement to make repairs as a result of housing the pet for any period of time.(carpet, fleas, odors, scratches, etc.)

 If the pet is permitted and allowed by the Lessor, any damage caused by said pet will be deducted from the security deposit retained under the Lease Agreement.

17) WATER FURNITURE

No water furniture of any kind is allowed.

18) JOINTLY & SEVERALLY

 Lessees and guarantors are jointly and severally responsible for any and all rent payments and or damages.

19) GARBAGE - TRASH PICKUP

 All garbage is to be put in the designated refuse carts. No garbage, trash, boxes, furniture or any other items are to be left on the ground, on the front or back porches or at the curb unless for collection on the scheduled day. Anyone caught littering will be charged the maximum amount allowable by law and will be considered in violation of the lease agreement. Lessees apartment will be kept in a clean and orderly fashion inside and outside. To find out scheduled pick-up days consult the sign posted above collection containers or the City of Savannah. Residential refuse carts should be placed at curbside by 7 a.m. on the day of collection and removed from curbside after collection by 7 p.m. on collection day. If tickets are given by the city to the property for improper storage of refuse carts or garbage overflow, bulk items placed out off schedule the Lessee who is responsible will pay the cost of the ticket or have it deducted from the security deposit.

20) Omitted

21) Omitted.

22) LESSOR ACCESS

Lessees agree to allow the Lessor or its designated representative entry to the apartment Monday through Sunday for any valid purpose with the consent of Lessee.

23) PARTIES

No beer or “keg” parties are allowed at any time. Lessees shall not have any large parties without consent of the Lessor. Any cost to clean common areas because of such will be charged to the Lessee or deducted from security deposit.

24) GUESTS

Lessee will not have more than 4 people per bedroom in an apartment at any time. If there is a complaint about guests or number of guests, all guests must leave immediately.

25) PROSELYTIZING & SIGNS

Lessees may not conduct in any proselytizing or soliciting at the property, or any other such activity that is associated with his or her employment or religious beliefs. If complaints are received regarding this, the Lessor has the right to terminate this lease. Posting or placing of any handbills or signs is prohibited in all common areas unless you have prior written consent from management.

26) Omitted

27) Omitted

28) PERSONAL PROPERTY

No personal property will be left in any common area (which includes front porches and yards). Bikes must be kept inside apartment and motorcycles must be kept in the parking lot. ALL personal property left in any common area will be treated as garbage as describe above in “GARBAGE”. No fences, antenna, satellite dishes, basketball goals or clothes lines will be erected. If you want a satellite dish you must have express written permission from the Lessor prior to installation. No shoes, bicycles, floor mats, trash bags or any other kind of debris are allowed in common areas, including vestibules, hallways and stairways.

29) BALCONIES & PORCHES

Under no circumstances will Management allow anything to be stored on the entrance/exit areas, porches, and/or balconies. No clothes lines are to be placed on the building nor are clothing to be hung on railings.

30) GRILLING

is allowed over a fireproof floor liner on rear porches only.

31) VEHICLES:

Nothing other than automobiles or motorcycles will be parked in parking lots, except with the express written permission of the Lessor. Any immobile vehicles will be towed away at owner’s expense. No vehicle repairs are to be made on the premises. All vehicles will be parked on paved surfaces only. No parking is allowed on grass or unpaved surfaces. All vehicles must be registered and insured, or will be towed at owners expense.

32) STORM PREPARATION

Once a tropical storm, hurricane, flood watch or warning is issued for a particular area and/or at the request of LESSOR, LESSEE’s agrees to take storm preparedness actions. Any injury

to LESSEE arising from storm preparation is the sole responsibility of the LESSEE and not of LESSOR. In the event of damage to LESSOR Leased Premises due to LESSEE'S storm preparations, that damage will be the responsibility of LESSEE. LESSEE'S shall remove all authorized and unauthorized objects from the immediate Leased Premises that may become projectiles in a storm, such as deck chairs, potted plants, patio benches and any items on a balcony, lanai, patios and/or breezeways of the Leased Premises. These items should be placed inside the unit and returned to the outside only when it is safe to do so. In no event shall any motorcycle, scooter, gas grill, or other item containing gasoline or other fuel, be stored inside in the Leased Premises. These items must be removed completely from the Leased Premises.

33) DAMAGE OR DESTRUCTION OF PREMISES BYCASUALTY

In the event the Leased Premises is rendered uninhabitable or damaged by reason of fire, explosion, hurricane or other casualty, LESSEE, at its option, may either repair the Leased Premises to make the same habitable within ninety (90) days thereafter, or may, at its option, terminate this Lease. In the event of such termination, LESSEE shall give LESSOR thirty (30) days’ notice in writing, whereupon this Lease shall be terminated in accordance with such notice. If the Leased Premises is damaged but not rendered uninhabitable and LESSEE does not opt to terminate the lease, the rental payment due hereunder shall not cease or be abated during the period of repair of such damage, but LESSEE shall proceed with such repairs as expeditiously as possible under existing circumstances. LESSEE shall not be liable for any injury or damage to persons or property caused by such casualty.

34) LEAD PAINT NOTIFICATION

Lessee has had an opportunity to review and received the “Lessee Lead Law Notification”.

35) ATTORNEY FEES

Lessee will pay all costs including attorney fees should the lessor prevail in any action involving the enforcement of this lease. There is a $50 fee expense for each 14 Day Notice to quit that is necessary.

36) Omitted

37) ROOMMATES

a. Roommates are jointly and severally responsible for rent and any damage or misuse of the premises. That means that if one roommate doesn’t pay his or her portion of the rent, it is still due and payable in full from the remaining roommate(s). Roommates are equally

responsible for any damage or misuse of the premises, regardless of which roommate, or roommate’s guest, did the damage or misused the premises.

b. The security deposit is for the tenancy, not for individual roommates. The tenancy is the duration of residence of all current and subsequent roommates until the premises become vacant.

c. The security deposit will be refunded and/or accounted for only when all current and subsequent roommates who are part of this tenancy vacate.

d. The Lessor will not refund any portion of the security deposit to any roommate who moves out before the end of the tenancy. It will be refunded only at the termination of the tenancy.

e. Any new roommate must fill out an application and be approved by the Lessor before move-in. Failure to obtain approval will result in immediate termination of the tenancy for all roommates.

f. Any new roommate incurs the joint and several responsibility for the tenancy. That means he or she is responsible for any rent currently owed or which will be owed; any damage to the premises, existing or in the future; and any misuse of the premises, existing or in the future. It is the responsibility of any new roommate to inspect the premises for damage and to receive an accurate accounting of the rent before move-in.

g. If a roommate is moving out, in order to be refunded his or her portion of the security deposit, he or she must obtain it directly from the incoming roommate. The Lessor is not involved in that part of the transaction, but must approve the roommate.

38) MOLD

The presence of mold can create health aliments and/or hazards for you or other occupants or guests visiting the leased premise. We therefore request that residents be responsible for preventing mold growth in your property, and not create or ignore conditions that can lead to mold growth. This can be done in several ways as outlined below. Resident agrees to be responsible for the following terms in regard to maintenance of their leased premises and mold prevention. This addendum becomes part of, or is incorporated into, the rental agreement. Failure to comply with any of the items listed is a violation of the rental agreement, grounds for eviction, and the resident may be held liable for any damages resulting from your failure to comply.

a. Resident is responsible to report (in writing) any water leaks.

b. Resident is responsible to remove any excess or accumulation of moisture (which mold needs to grow). This responsibility includes not allowing any standing water to remain present in the interior of the premises. Also to report any standing water in common areas (if applicable).

c. Because mold also needs a food source to grow, the resident is responsible for keeping their property clean (especially kitchen area) and free of food sources which may allow mold to grow.

d. Resident is responsible for keeping the humidity and climate in the leased premises at reasonable levels to prevent mold growth.

e. Resident is responsible for removal of mold growth on the property.

f. Resident is responsible for reporting, in writing, any mold growth on the premises that they are not able to clean or remove. The lessor reserves the right and the option to hire someone to remove mold growth and to bill the resident for the expense.

39) GARBAGE DISPOSAL CARE

a. Use a strong flow of cold water and keep it running at least 30 seconds after noise of grinding has stopped to flush all food particles through the drain line.

Always use cold water when operating the disposal to solidify fatty and greasy wastes so they will be chopped up and flushed down the drain. Flush out the disposer monthly with a ½ half sink of water to clear out the line.

If you wash dishes in a sink with a disposal, check to be sure all small objects are removed from the sudsy water before you drain the sink.

Do not put uncooked fat off meat into disposal as it may clog. Do not pour liquid fats down line; solidify in empty tin can in refrigerator, and dispose in trash. Never put rice down the disposal.

Run the disposal each time you put food waste in it.

An unusual noise while disposal is operating may mean a foreign object. Turn off the disposal immediately and call your maintenance person.

Never put your hand inside the disposer while it is running.

 All disposals have overload protectors to avoid damage to the motor. If the disposal should stall, turn it and the cold water off and call your maintenance person.

If the disposal won't start when the switch is turned on, check the house fuse. If the disposal still will not operate, please report it to the office.

Failure to follow these procedures may cause a clog, back up or water overflow; you will be responsible for payment of the repair and any damage that may occur due to water.

40) DISTURBANCE/ILLEGAL USE:

Neither the Lessee nor his family, friends, relatives, invitees, agents or servants shall make or suffer any unlawful , noisy or otherwise offensive use of the leased premises, nor commit or permit nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Lessor or other occupants of the same or any other apartment , nor make any use whatsoever thereof than as and for a private residence. No signs or other articles shall be hung, shaken from or affixed to the windows, doors porches, balconies, or exterior walls or placed upon the exterior walls or placed upon the windowsills without the Lessor’s written consent in each instance.

 The volume of televisions, radios, and stereo equipment must be used at a level to avoid disturbance to neighbors.

41) CRIME FREE

a. Resident, any other member of Resident’s household or guest, or other person under Resident’s control, shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. “Drug-related activity” means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.

b. Resident, any member of Resident’s household or a guest, or other person under Resident’s control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the said premises.

c. Resident or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

d. Resident, any member of Resident’s household or a guest, or another person under Resident’s control, shall not engage in the unlawful manufacturing selling, using, storing, keeping, or giving of a controlled substance at any location, whether on or near the dwelling unit, premises, or otherwise.

e. Resident, any member of Resident’s household, or a guest or another person under Resident’s control, shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating battery, including but not limited to the unlawful discharge of firearms on or near the dwelling unit premises, or any breach of the lease agreement that jeopardizes the health, safety, and welfare of the Lessor, his agent or other Lessees, or involving imminent or actual serious property damage.

f. Violation of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of tenancy. A single violation of any provision of the added addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

42) ROOF

Access to and use of the Roof is strictly prohibited and constitutes a violation of this lease.

43) SATELLITE DISH & CABLE TV

No satellite dish of any kind will be allowed on the premises. A special waiver must be signed by the Satellite Company, it is available upon request. Without a signed permission/waiver the equipment, it will be removed and disposed of without notice to the owner(s) of the equipment or the Lessee.

44) ELECTRICITY

The resident is responsible for putting the electricity bill in their name as well as the payment of any electricity usage in the unit. Management has the right to terminate the occupancy agreement for any unit which the resident has failed to pay for the electricity and it has been shut off. Lessee agrees that any security deposit retained by Lessor under this agreement may be used toward settlement with utility companies for any unpaid charges for services billed to Lessee during tenancy upon surrender of premises.

45) Omitted

46) PLUMBING ETC

Plumbing; do not let any foreign objects fall or be placed into drains

If a disposal or drain is clogged because of rice, potato skins, or other foods, Lessee will be responsible for unclogging drains. If toys, sanitary napkins, or other unacceptable items clog drains or toilet, Lessee will be responsible for bill to unclog.

47) PEST CONTROL

Lessees are responsible for providing pest control treatment to the interior of their apartments. The apartment must be kept in a clean and sanitary manner and to properly store food and trash to prevent attracting pests into the building and the apartment. “Pests” includes but is not limited to rodents, roaches, bed bugs, flies, ants, fleas, and any other common household insects and pests. If a resident is determined to have caused an infestation through unsanitary conditions, bringing in used and infested furniture, or by any other means the lessor reserves the right to charge residents the cost of extermination and/or pest control services to resolve the problem, in addition to terminating the tenancy.

48) COMMON AREAS Defined as:

All site property not contained within individual units and defined for specific use such as the bicycle rack. Residents shall not place, store or leave toys, wagons, bicycles, shopping carts, furniture, clothing, brooms, mops, garbage cans, wood, newspapers, door mats, laundry, trash, or refuse or any other items in the site’s common areas.

 If a resident leaves items in the common areas or if personal property is chained or secured in common areas, the staff may cut the lock in order to remove the item and Management may remove them and store them at the resident’s expense. Management is not liable for any unattended personal property.

49) Omitted.

50) AGREEMENT TO ADDENEDUM

I have read the lease and this addendum and fully understand. I have had the opportunity to show it or consult with advisors or attorneys. I agree to abide by this contract as it is written, including each clause without exception. I further agree that anything that is not in writing on the lease or this addendum is not part of this agreement. The Lessee has hereby read and understands and accepts the above terms and addendums as part of the lease.

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**Lessor - Roy Maynard d/b/a RDM Management** Date

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**Lessee –**  Date