

OFFICE OF RESIDENCE LIFE & HOUSING 2009-2010

PRESIDENT PARK LEASE AGREEMENT

STATE OF GEORGIA

DEKALB COUNTY

This AGREEMENT, made and entered into as of the date of the last signature below, between EMORY UNIVERSITY, party of the first part, hereinafter called

LANDLORD, and _____, Emory ID# _____, party of the second part, hereinafter called TENANT.

WITNESSETH: That the said LANDLORD does hereby rent and lease to the said TENANT and the said TENANT does hereby rent and lease from the said LANDLORD, the following premises known as:

**1231 Clairmont Road # _____
Decatur, GA 30030**

to be used and occupied by the TENANT for residential purposes, and for no other use or purpose whatsoever, for the term beginning

_____, and terminating on _____, unless sooner termination as herein provided, at the agreed rental per month of

\$ _____ Dollars, and payable monthly in advance during the entire term of the Agreement at the **Office of Student Financials** or through direct payment to the Office of Residence Life and Housing if employed, and on failure of TENANT to pay same when due, said LANDLORD has the right, at its option, to declare this lease void, cancel the same, re-enter, and take possession of the premises. These rights of the LANDLORD are cumulative and not restrictive of any other rights under the law, and failure on the part of the LANDLORD to avail itself of these rights at any particular time shall not constitute a waiver thereof. An interest charge of 1 1/4% per month (15% annual percentage rate) will be imposed on any rental payment amounts not paid within 30 days of the due date.

ONE. This lease is made in contemplation of the fact that TENANT is lawfully residing in the United States and has some official connection with EMORY UNIVERSITY, either as a full-time student, employee, or other connection recognized by LANDLORD, and if such connection should cease or such legal residency status change, LANDLORD may terminate this lease immediately, TENANT shall be deemed a tenant at sufferance, and TENANT shall at once vacate the premises. TENANT shall notify the Office of Residence Life and Housing, in writing, of any cessation of enrollment, whether due to graduation, withdrawal, or otherwise, at least 30 days in advance of the effective date. If TENANT fails to so notify LANDLORD, in writing, through LANDLORD'S Office of Residence Life and Housing at least 30 days in advance of the effective date of such cessation of such official connection, LANDLORD may, at LANDLORD'S option, elect not to terminate this lease immediately and instead may terminate this lease effective 30 days from the receipt of such written notice from TENANT, and TENANT shall remain liable for rent through the end of such 30 day period.

TWO. If this Agreement is terminated under paragraph ONE hereof, rent will be prorated for the term of this lease, based on the fifteenth or final day of the month depending on which of these dates the actual termination date falls closest to. If TENANT notifies LANDLORD during the term of this Lease Agreement that TENANT wishes to terminate this Agreement prior to its expiration, and if TENANT tenders to LANDLORD with such notice funds equal to two months' rental (hereinafter "Termination Fee"), LANDLORD shall permit TENANT to terminate this Lease Agreement prior to its expiration. This Termination Fee shall be in addition to and separate from all other amounts owing from TENANT to LANDLORD under this Agreement, including rent, late fees, and the like.

THREE. This lease may be terminated by the LANDLORD at any time for any or no reason upon thirty days' written notice to TENANT. The University reserves the right to reassign TENANT. The TENANT will vacate the premises not later than the thirtieth day from the date upon which the notice of termination/reassignment is dated.

FOUR. Should the premises be destroyed or so damaged by fire or other casualty as to become untenable, this lease shall cease from the date of the fire or other casualty.

FIVE. TENANT agrees to not assign this lease nor to sublet said premises, or any part thereof, without written consent of said LANDLORD and any transfer in violation of this prohibition shall be automatically null and void. LANDLORD may, at LANDLORD's sole discretion, grant or withhold such written consent. TENANT shall not allow any other person, or persons, regardless of age, to occupy any part of the apartment unit without prior written consent from the University. Subleasing or occupancy by other than Emory affiliated persons is prohibited and will not be approved. TENANT will deliver said premises at the expiration of this lease in as good order and repair as when first received, ordinary wear and tear excepted.

SIX. TENANT hereby waives and renounces for him/herself and family any and all homestead and exemptions rights he/she or they may have under or by virtue of the laws of this State or the United States as against any liability that may accrue under this contract.

SEVEN. TENANT is to be checked in at the time occupancy commences and checked out at the time occupancy terminates. TENANT is responsible for the condition of the premises and shall reimburse LANDLORD for all damage to the premises and damage or loss of fixtures, furnishings, or properties furnished under this lease no matter how caused, other than ordinary wear and tear. LANDLORD shall have the right to bill for such damages or loss and for any unpaid rent or charges for late payment of rent.

EIGHT. TENANT is not to make any changes of any nature, including painting or installing air-conditioner units in the above named premises without first obtaining written consent from said LANDLORD, and the TENANT agrees to notify the LANDLORD's Office of Residence Life and Housing when any repairs are needed to the furnishings, fixtures or premises, and LANDLORD shall not be liable for any failure to repair in the absence of such notice. LANDLORD shall have the right to enter said premises at reasonable hours to examine the same, make such repairs, cleaning, additions, alterations, or extermination as may be deemed necessary for safety, comfort and the preservation of said building and to ensure compliance with applicable laws, regulations, and University policies.

NINE. Single student TENANTS of two and three bedroom apartments agree that the apartments are double and triple occupancy, respectively, and that LANDLORD has the option to make assignments and, during the term of this lease, to reassign TENANT to other apartments at President Park and to consolidate where necessary in order to maintain double and triple occupancy. Single students in two- and three-bedroom apartments which are not fully occupied are not to utilize in any way the 2nd or 3rd bedroom or bath. Use of unoccupied spaces by TENANT or TENANT's guest will result in additional rental and administrative charges not to exceed \$100 per day for any day in which the rooms were used.

TEN. Resident acknowledges and understands that (a) the assigned space is located in a climate in which temperatures, humidity, and other naturally occurring conditions normally allow the growth of mold and mildew in locations where dampness or moisture are present; and (b) upon moving into the assigned space, resident will have control over and knowledge concerning conditions in the interior of the assigned space. Therefore, resident agrees to:

- set thermostats to provide appropriate climate control.
- maintain the assigned space in a clean condition by mopping, vacuuming, or wiping hard surfaces with a household cleaner.
- remove visible moisture or condensation on floors, walls, windows, ceilings and other surfaces promptly.
- take other measures as may be necessary to prevent mold and mildew from accumulating in the assigned space (including without limitation reporting immediately to the University any evidence of water leaks or mold or mildew-like growth).

IN WITNESS WHEREOF, the parties have executed in duplicate the entire contents of this Agreement which includes both sides of the paper, Paragraphs ONE through TWENTY-TWO plus SPECIAL STIPULATIONS.

EMORY UNIVERSITY, LANDLORD BY: _____ (Seal) DATE: _____

TENANT: _____ (Seal) DATE: _____

ELEVEN. Common areas include but are not limited to hallways, stairways, sidewalks, courts, entry passages, utility and storage rooms, grounds, the pool area, and building exteriors. No items are to be placed in or attached to any common areas without the express written consent of the University, including but not limited to any type of antenna or satellite dish. Residents are expected to take every precaution to assure that common areas are not abused. TENANT is responsible for all damage and loss to the common areas caused by him/her or members of his/her family residing at the premises or his/her guests visiting the premises, including damage to and loss of fixtures and furnishings in the common areas as well as damage to the common areas themselves, whether or not due to negligence. TENANT shall not obstruct or use any sidewalk, court, entry passage, hall, or stairway for any purpose other than ingress and egress.

TWELVE. Any equipment (cabinets, shelves, etc.) excepting trade fixtures, attached to the building with the consent of LANDLORD, will become a permanent part of the building and will not be removed without consent from the LANDLORD. No alterations are to be made to the furniture or fixtures provided by the University. Additional furnishing brought into the premises must be free-standing and clear of all existing fixtures, furniture or walls.

THIRTEEN. Unless specifically provided for in item (5) of the "Special Stipulations" of this Lease Agreement, TENANT agrees to pay all power bills, as well as all service charges or levies accruing against said property and not agreed to be paid by LANDLORD during the term of this Lease Agreement. TENANT shall keep the leased premises sufficiently warm to prevent water pipes in and adjacent to the leased premises from freezing. TENANT shall be solely responsible for any and all damages caused to or by water pipes that freeze due to TENANT'S failure to keep the leased premises sufficiently warm as stated above.

FOURTEEN. TENANT hereby releases LANDLORD from any and all damages to property and will hold the LANDLORD harmless from all such damages during the term of this lease, arising from the bursting or leaking of water from any act of negligence of TENANT, of any co-tenant or adjoining tenant or any other persons whomsoever. All personal property placed in the premises, or any other place appurtenant thereto, shall be at TENANT'S sole risk, and LANDLORD shall not be liable to TENANT or TENANT'S family, employees, invitees, or licensees for any damage, loss, theft, or destruction thereof unless caused by the sole negligence of LANDLORD.

FIFTEEN. TENANT shall maintain order in the building and shall not make or permit any improper noises in the building or interfere in any way with other tenants or those having business with them. Nor shall TENANT, TENANT'S family, or guests act in a disorderly, boisterous, or unlawful manner or disturb the rights, comforts, or conveniences of other persons in the area in which the premises are located. TENANT agrees to comply with all rules, orders, ordinances, and regulations of the county government, and with all statutes, rules, and regulations of the State of Georgia, and with all statutes and rules and regulations of the United States and all policies and regulations of Emory University. TENANT agrees to observe traffic regulations concerning speed limits and parking within the area of residence.

SIXTEEN. TENANT also will observe such other and reasonable rules and regulations as LANDLORD, in the judgment of its Office of Residence Life & Housing, may from time to time promulgate in writing to the TENANT for the safety, care and cleanliness of the premises, the building, and for the preservation of good order therein. In this regard, LANDLORD reserves the right to relocate TENANT to other premises or to terminate this Lease if LANDLORD, through its Executive Director of Residence Life & Housing, or his/her designee, determines that TENANT has demonstrated behavior that significantly disrupts or poses a danger to the premises, common areas, neighboring tenants or other parts or aspects of the residential complex in which TENANT is located and/or has received a sanction through the University's conduct process for any such behavior.

SEVENTEEN. LANDLORD reserves the right to enter the premises at reasonable times to determine TENANT'S compliance with the terms and conditions of this Lease, to make any repairs or perform any maintenance for which LANDLORD is responsible, and to show the premises to prospective tenants. In addition, LANDLORD reserves the right to enter the premises at any time that the LANDLORD, in its sole discretion, determines that there exists an emergency situation involving the premises or a situation that presents a danger of damage to person or property and/or loss of life. LANDLORD reserves the right to enter the apartment on a monthly basis to conduct apartment inspections.

EIGHTEEN. Whenever LANDLORD is entitled to possession of the premises, TENANT shall at once surrender the premises and deliver all keys to LANDLORD and remove all property therefrom; and LANDLORD may forthwith re-enter the premises and take possession thereof. In the event that TENANT fails to so surrender the premises and/or surrender all keys, TENANT SHALL BE LIABLE TO LANDLORD FOR THE SUM OF \$100 PER DAY in addition to all other rental and remedies available to LANDLORD.

NINETEEN. LANDLORD shall be entitled to store or otherwise dispose of any property remaining on or about the premises after the termination or expiration of this lease. Any property left on or about the premises shall be considered to be

abandoned and at LANDLORD'S option may become the property of LANDLORD, and the title thereto shall be exclusively presumed as having vested in LANDLORD by virtue of such abandonment. In disposing of said property, LANDLORD shall be entitled to discard, retain, or sell same at any public or private sale, and TENANT hereby releases, holds harmless, and indemnifies LANDLORD from and against any and all claims to said property and against LANDLORD. LANDLORD may be a purchaser at any such sale. **TWENTY.** Keys and other items issued at check-in are the property of the University and must be surrendered upon termination of residence. A lock change will be made upon failure to surrender a key, or for a key lost, stolen or duplicated without permission. A charge for such a lock change will be assessed to the TENANT based on the number of locks in the premises. Each unit is provided with one exterior lock and no interior locks. NO additional locking devices are to be put upon any door. Duplicating keys is prohibited.

TWENTY-ONE. To the extent TENANT is an Emory University student, this Agreement shall be subject to the terms of the policies and procedures on the Office of Residence Life and Housing website or other publications, as they may be modified from time to time.

TWENTY-TWO. If the TENANT shall violate any of the restrictions in this lease or fail to keep any of its covenants, the LANDLORD or its agent may at once, if they so select, declare this lease void, terminate the same, and at once take possession of the premises. The LANDLORD'S failure to take advantage of any default on the part of the TENANT shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument, be construed to waive or to lessen the right of the LANDLORD to insist upon the provisions hereof.

TWENTY-THREE. This lease, including the Special Stipulations below, contains the entire agreement of the parties and the provisions of this lease may not be modified, varied, or added to except in a writing signed by both the LANDLORD and the TENANT. Time is of the essence of this lease.

SPECIAL STIPULATIONS

1. All lease terms shall cease on May 31, 2010. Leases offered for the 2009-2010 lease year will terminate on or before Friday, May 30, 2010. Applicants/residents shall not reside within this housing facility after this date.

2. Pets of any kind other than fish and/or service animals, are strictly prohibited in all University housing. Any violation of this provision by TENANT may, at LANDLORD'S option, result in any or all of the following consequences: termination of this Lease Agreement; University disciplinary proceedings; assessment of damages; or imposition of a mandatory non-refundable pet assessment in the amount of \$25 per day for such time as the TENANT has had a pet, other than fish, in the leased premises.

3. No custodial service is anticipated in the lease. TENANT will dispose of trash, garbage, and recycling in the designated location and procedure as outlined by LANDLORD for each respective building or living area.

4. No item may be hung outside the building from balconies or out of windows.

5. LANDLORD agrees to furnish heat, water and electricity. Electricity is billed as a separate charge from the rental amount and is based on usage. LANDLORD agrees to furnish one cable outlet and one telephone jack per unit at an additional monthly charge. In no event shall LANDLORD be responsible for any interruption, shortage or reduction of any utility supplied to the premises, no matter how caused; provided, however, that if such interruption, shortage or reduction is caused by LANDLORD, then LANDLORD agrees to use reasonable efforts to restore utilities as soon as reasonably and practically possible.

6. No commercial business (including regular day care) may be conducted from the premises. Door-to-door soliciting is not permitted without advanced approval of the LANDLORD.

7. Residents who enter or leave by locked security doors are responsible for leaving said doors in a locked position.

8. Residents who request to transfer, after taking occupancy of one apartment, and are offered a transfer assignment will be charged a \$75 transfer fee.

9. TENANT shall not store any combustible materials on or about the premises, nor shall TENANT utilize candles, incense or other similar items on or about the premises.

10. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

11. Smoking is prohibited in all residential housing facilities, including all living areas, common area spaces, hallways, stairwells, laundries, vending areas, balconies, breezeways, connectors, courtyards, porches, and pool area. In addition, smokers are expected to remain at a reasonable distance (at least 25 feet) from building entrances while smoking, such that second-hand smoke does not interfere with access or the rights of others. All smoking materials should be disposed of appropriately in provided containers; littering is not acceptable.

12. The following attached addenda are expressly made part of this Agreement: