

Initial: _____

Lease Agreement

This agreement is made on the ____ day of _____, 2011, between _____ (herein after referred to as the "Lessee") and Cheri Longobardo (hereinafter referred to as the "Lessor") for the purpose of leasing a bed and use of the accommodations located at 2428 Muirfield Pl, College Park, Georgia 30337 (the "Premises").

- Term.** The Lessee agrees to lease a bed at the Premises for a lease term beginning on the _____ day of _____, 20____, and ending no less than thirty (30) days after the date either party gives the other party a written notice of termination. If Lessee vacates the premises less than thirty (30) days after the date a written notice of termination has been given, Lessee will be responsible to pay rent through the end of the full term. The term of this lease shall terminate immediately if a Lessee is more than five (5) days late in the payment of rent, unless otherwise agreed in writing by the Lessor. The Lessee is a line holder/reserve line holder (circle one) and will presumably stay no more than 7 nights/14 nights (circle one) per month, respectively. Additional nights of stay will be calculated at a higher rent level, respectively.
- Rent.** The rent for the leasing a bed at the Premises shall be the sum of \$_____ per month, payable in advance on the first day of each month during the Term, except (i) that the rent for the month of _____, 20____, shall be an appropriate fraction of the monthly rent and shall be payable on the date of execution of this agreement and (ii) that the rent for the last month of term shall be an appropriate fraction of the monthly rent computed through the last day of the term. The Lessee agrees to pay to Lessor an additional \$20.00 late fee for each month of the lease term that a rent payment is more than five (5) days late. The rent and any other sums due to Lessor (i) shall be paid by check or money order made payable to Cheri Longobardo, (ii) shall be mailed to Lessor at 10501 Tree Bark Court, Raleigh, NC 27613 or be directly deposited into Cheri's bank account, or, at the user's sole risk, be paid online via PayPal at www.ATLpad.com/rent, and (iii) shall be paid without notice, demand, counterclaim, setoff, deduction, recoupment or defense, and without abatement, suspension, deferment, diminution or proration by reason of any circumstance or occurrence.
- Security Deposit.** Lessee shall pay the Lessor an amount of \$200.00 as a security deposit on the date of the execution of this agreement. In the event the Lessee does not move in (as evidenced by payment of first month's rent), the security deposit is non-refundable. The Lessee agrees the Lessor may pay and apply the security deposit in reduction of any claim the Lessor may have for unpaid rent, damages to the Premises, costs for rekeying and resecuring the Premises, or other sums due to the Lessor under this agreement. Any portion of the security deposit not paid or applied by the Lessor shall be returned to the Lessee on or before the last day of the month following the last month of the lease term. **Please Note: If there is property damage to the Premises and Lessor are not able to reasonably determine which Lessee caused or is responsible for such damage, the costs to repair the Premises will be equally divided among the tenants who were leasing a bed in the Premises at the time the damage occurred and will be deducted from each tenant's security deposit.**
- Lessee Identification.** Lessee agrees to deliver to Lessor a copy of Lessee's (i) company ID and (ii) passport or driver's license on the date of the execution of this agreement.
- Compliance With Premises Rules.** Lessee agrees to comply with the premises rules attached as Exhibit "A" and incorporated into this lease during his or her occupancy of the Premises. Violation of one or more premises rules may, in the sole discretion of the Lessor, lead to the immediate termination of the lease term and to the eviction of the Lessee.
- Lessee Access.** The Lessee will be enabled to access the Premises by way of a key provided by the Lessor or by a coded lock. If a key is provided by Lessor to the Lessee, the Lessee agrees not to copy the key(s) in any way or for any reason unless given prior written consent by the Lessor. Lessee also agrees not to deliver, give, share, or loan his or her key or lock code to third parties for any reason unless given prior written consent by The Lessor.
- Lessor Liability.** The Lessor shall not be held liable or responsible for the loss, theft, or destruction of any valuables or personal property of the Lessee's stored in or on the Premises. It is recommended that no valuables are brought into the crash pad or stored at any time.
- Entire Agreement.** This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.
- Modification.** No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all the parties.

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10. **Waiver.** No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11. **Counterparts.** This agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. **Headings.** The subject headings of the sections, subsections, paragraphs and subparagraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

13. **Parties In Interest.** Nothing in this agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this agreement.

14. **Assignment.** This agreement shall be binding on, and shall inure to the benefit of, the parties to it; provided, however, Lessee may not assign any of his or her rights under it.

15. **Governing Law.** This agreement and any controversies, claims, disputes, or matters in question arising out of or relating to this agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia. The parties agree that the proper venue to resolve disputes under this agreement shall be Fulton County, Georgia.

16. **Notices.** All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally, by email, or if sent by a nationally recognized overnight courier service (i.e., Federal Express or DHL) and (ii) on the fourth (4th) business day after mailing, if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to, the party to whom notice is to be given. The address(es) to be used for such purposes shall, unless otherwise notified in writing, be as follows:

To Lessee At: _____

Email: _____

To Lessor At:
Cheri Longobardo
10501 Tree Bark Court
Raleigh, NC 27613
Phone: 919-744-5552
Fax: 928-244-5552
E-mail: longocondo@gmail.com

17. **Attorney Fees.** If Lessor bring any legal action or other proceeding for the enforcement of this agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the Lessor shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which Lessor may be entitled.

Lessor:

By: _____

Lessee:

By: _____

Exhibit "A"
Premises Rules

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- **Cleaning.** CLEANLINESS IS THE MOST IMPORTANT OF ALL THE HOUSE RULES!! **Please remove shoes when inside.** The Kitchen needs to be kept clean at all times; please clean up as you use the cook top, dishes, pans, glasses, etc. Garbage is collected at the curb twice weekly on Mondays and Thursdays, please take out the trash on Sunday and Wednesday nights. If you see a full can, please feel free to set it at the curb. Timely trash collection will help avoid attracting pests and other vermin.
- **Organization.** While we want you to be comfortable, we do ask that you keep your rooms and the common areas neat and orderly on a consistent basis. This will not only avoid problems with your fellow guests and anal housecleaner, but it also allows us to show the house in a positive light to potential guests. Each guest is provided with at least 1 dresser drawer and their fair share of the bedroom closet for keeping personal items. Only suitcases may be stored under the bed while unoccupied.
- **Food items.** In order to avoid collecting extra unclaimed food, each guest has been given his own individual space in the pantry. For items placed in the fridge or common areas, please label all food items with your name with a permanent marker provided in the kitchen. Unlabeled food items will be thrown away or may be considered as items to be shared by all guests ("house" food). All food items that are found to be old or rotten will be thrown away at cleaner's discretion.
- **Illegal Substances.** No illegal substances or drugs shall be brought into the Premises or be possessed in the Premises.
- **Laws.** Lessee agrees to comply with all local, state, and federal laws and ordinances while occupying the Premises.
- **Smoking.** No smoking in the Premises. NO Exceptions please!!
- **Parties.** No parties are allowed.
- **Parking.** Due to homeowner's association covenants, parking on the street at night is not permitted. At night, please park in the 6 spaces provided in the garage and driveway. In the rare case that you must park behind another car, please coordinate with those whom who are parked behind and/or hang your car key on the key rack over the stairs so someone else can move your car if needed. Additional parking is on the street behind the crash pad; a map will be provided upon request.
- **Change of Beds.** Prior approval from The Lessor must be obtained before changing of rooms (or beds) is permitted. Only in this way will we be able to give potential guests an accurate depiction of what we have available and make commitments. Every effort will be made to accommodate any requests for room changes, upgrades or other requests.
- **Daytime Guests.** Daytime guests **are** allowed without prior permission given that their stay is not an inconvenience to other paying guests who might want some space, need to sleep, etc.
- **Overnight Guests.** Permission to have overnight guests must be granted by the Lessor before the guest stays, as well as approved with the other guests staying in the Premises at the time. Due to the structural weight limitations, sharing of beds is not permitted (only one person per twin mattress). Extra guests may use the inflatable mattress located in the laundry room.
- **Recording Stays.** Guests are requested to record each stay on the calendar provided. This allows the Lessor and other guests to have an accurate knowledge of who is or will be in the crash pad at a given time when he or she is also there. As a help to everyone else, please highlight the calendar (to the best of your ability) to indicate future stays or nighttime arrivals.
- **Noise Abatement.** Please limit your use of radios, TV, and other loud appliances when others are trying to sleep. Please don't slam the microwave shut while others are sleeping. It's loud. Be respectful of others' needs.
- **Unoccupied Rooms.** Please leave the bedroom door open when the room is unoccupied.
- **Hanky Panky Policy.** No man may enter or be invited inside the women's room for any reason. Sexual activity of any kind on the premises is not permitted and will warrant immediate eviction of all involved parties without return of security deposit.
- **Conservation of Common Resources.** The gas grill, printer and washing machine/dryer have been provided for your convenience. In an effort to limit water use and resources, try to consolidate laundry loads and limit the use of the printer.
- **Miscellaneous.** Abuse of any kind to the common property, appliances or furnishings will not be tolerated. This includes utilities such as water, heat, air conditioning and electricity. Do not mess with the thermostats! Please turn off the water when you are finished using it, and shut off the lights in a room when you leave. Please lock the front door when you leave.

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- General Conduct. All conduct and activity in the crash pad will be lawful, honorable and respectful of others and the Premises.
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