

Lease Special Stipulations (F246) House Rules and Addenda

Contact & Hours

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1. Contact Information

- Office: 678-981-8300
- Fax: 678-310-2980
- Email: Hello@kojapropertyolutions.com
- **Emergency Maintenance:** Text 678-981-8300; if no reply within 15 minutes, call 678-310-3181
- Mailing Address: P.O. Box 371345, Decatur, GA 30037
- Website: www.kojapropertyolutions.com

2. Office Hours

Mon, Tue, Thu, Fri: 10:00 AM – 4:00 PM. Closed Wed, Sat, Sun, and major holidays.

3. Lead-Based Paint Disclosure

Owner/Management are not aware of lead-based paint or hazards. Tenant has received the EPA pamphlet “Protect Your Family from Lead in Your Home.”

Lease Term & Renewals

4. Lease Renewals & Notice

Either party may end the lease at the end of the term with at least **60 days’ written notice**. Absent notice, the lease renews annually. Rent changes, if any, will be sent **60 days before lease end**.

- Month-to-month terms (where permitted) may carry a minimum **10% rent increase**.

Maintenance & Emergencies

5. Maintenance Requests

Submit at www.kojapropertyolutions.com/resident-portal. After hours: text 678-981-8300; if there is no reply in 15 minutes, call 678-310-3181. For fire, danger, or gas smells, call **911**.

Emergencies include: burst water heater/pipes; all toilets clogged; sewer backups; smoke/fire/gas/electrical hazards; **no heat**.

Non-emergencies (e.g., fridge/oven/AC not working) are addressed promptly but not as emergencies.

Tenant Communication & Reporting

Tenant agrees to promptly notify Management of maintenance or habitability concerns so issues can be addressed reasonably and in compliance with housing standards.

Rent, Fees & Payments

6. Rent & Late Fees

Rent is due on the **1st day of each month** and is considered late after the **5th day of the month**. Beginning on the **6th day**, a **late fee equal to 10% of the monthly rent** shall be charged and is immediately due.

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In the event Management must serve a written **Notice to Pay or Vacate** (commonly referred to as a “3-Day Notice”), a **service fee of \$100.00** shall be charged to Tenant’s account for posting the notice conspicuously on the Premises.

Fee to Halt Dispossession Action

If eviction (dispossession) proceedings are filed due to Tenant’s default, Tenant shall be responsible for:

- All unpaid rent, applicable late fees, and any other sums owed under this Lease;
- All allowable court filing fees, service fees, attorney’s fees, and related legal costs actually incurred by Landlord, to the extent permitted by this Lease and Georgia law; and
- An administrative fee of \$150.00 per occurrence to cover Landlord’s time, preparation, and administrative expenses in connection with filing such action.

Payment of the above amounts in full shall be required before Landlord will withdraw or halt the dispossession action. Failure to pay all sums due shall allow Landlord to proceed with the eviction process.

Accepted Payment Methods

- Online portal
- Bank of America deposit card (cash/money order only)
- Mail (money order/cashier’s check)
- Zelle: [Hello@kojapropertyolutions.com](mailto>Hello@kojapropertyolutions.com) (must be sent from Tenant’s account)

Deposit Card: \$75.00 fee if not returned at move-out. Do not change the PIN without written consent.

NSF Payments

If NSF occurs, online payment access may be suspended. A **\$50.00 NSF fee** applies. Reinstatement requires proof of bank error (bank letter + conference call).

Additional Rent – Administrative Fees & Tenant-Caused Repairs

All administrative coordination fees, together with the actual costs of repairs, maintenance, or replacements required due to Tenant’s negligence, misuse, or violation of this Lease, shall be deemed “Additional Rent.” Such charges are due immediately upon billing and shall be treated as rent for all enforcement purposes under Georgia law.

Administrative coordination fees shall be retained by Management. Actual repair and replacement costs shall be disbursed to Owner.

Examples of charges deemed Additional Rent are outlined in the Special Stipulations under the “Examples of Charges” section. Tenant acknowledges that these charges are

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not penalties but represent the actual and reasonable costs incurred by Landlord or Management, together with any applicable administrative fee for coordinating such repairs.

7. **Communication Consent**

Tenant consents to contact by text, phone, email, or mail.

8. **Lease Violations – Administrative Fees**

In addition to any other remedies available under this Lease or Georgia law, Tenant(s) agree that any violation of the Lease shall result in the assessment of an **administrative fee of \$75.00 per violation**, plus reimbursement to Management for the **actual cost of any service, contractor, or action reasonably required to remedy the violation**.

Property Care, Use & Rules

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9. **Cleanliness**

Keep home and surrounding areas clean. Weekly trash disposal in proper containers. Tenant is responsible for bulk item removal (furniture/appliances).

8. **Exterior Observations**

Routine drive-by exterior checks may be conducted to verify exterior upkeep.

9. **Home Business Use**

No client-visitation businesses (e.g., daycare) without written approval. Remote/digital work is permitted.

10. **Criminal Activity Notification**

Tenant must notify Management if any household member is convicted of a felony or a misdemeanor involving violence, property damage, or controlled substances.

Notification does not waive Management's right to enforce the lease or seek eviction as allowed by law.

11. **Lawn Maintenance**

Unless otherwise stated, Tenant must water, mow, and trim as needed to maintain curb appeal (observe local watering rules).

- If Tenant is responsible and the lawn is not maintained, Management will send **one email notice**. Tenant has **5 calendar days** to correct. Thereafter, Management may hire service and bill **actual cost** plus up to **\$75.00 admin fee**.

Responsibility (check one): ☐ Tenant Responsibility ☐ Owner Responsibility

12. **Renter's Insurance**

Tenant must carry renter's insurance with **minimum \$100,000 liability**, maintained throughout tenancy, and list **Koja Property Solutions, LLC as an "interested party"** for notice of lapse/cancellation (or equivalent if required by carrier). Our mailing address is P.O. Box 371345 Decatur, GA 30037. Failure to maintain insurance is a lease violation and may result in nonrenewal or termination consistent with Georgia law. Landlord is not responsible for Tenant's personal property or losses.

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13. Appliances

Appliances are provided as a convenience and must be returned in the same condition as at move-in, normal wear and tear excepted.

14. Pets

No pets—temporary or permanent—without a signed **Pet Addendum** (includes pet-sitting). The presence of unauthorized pets shall result in the fee(s) outlined in this Lease and may also constitute grounds for non-renewal or termination of tenancy, as permitted under this Lease and Georgia law.

15. No Smoking / Illegal Drugs

No smoking or vaping inside the unit. No illegal drug activity. Violations may result in charges for remediation and/or lease enforcement up to termination as allowed by law.

16. Pest Control

Tenant is responsible for routine pest control; Landlord manages rodents and termites.

Routine Pest Control Responsibility (check one):

☐ Tenant Responsibility ☐ Owner Responsibility

17. Repairs & Service Calls

Landlord manages repairs not caused by Tenant negligence. Tenant-caused issues are billed and due within **5 days**; a **10% late fee** applies after 7 days.

Non-Essential Service Calls: If a request is tenant-resolvable, a **service call fee starting at \$100.00** may apply (depending on the request). **Examples of things tenant check first:** thermostat batteries, light bulbs, tripped breakers/GFCI, appliance power, garbage disposal reset, smoke detector batteries, accessible HVAC filter changes, tightening loose hardware, etc.

18. Security Systems

Tenant may install a third-party monitored system at Tenant's cost. Tenant is responsible for all related damage and must restore any alterations at move-out.

19. Floor Protection

Use sliders/felt pads on furniture. Damage beyond normal wear/tear may be deducted from the security deposit.

20. Tenant Maintenance Responsibilities

Tenant replaces smoke detector and thermostat batteries, light bulbs, and air filters (at least **3 times per year**, unless otherwise specified).

Air Filter Replacement Responsibility (check one): ☐ Tenant ☐ Owner

21. Lease Modifications

Any changes must be in writing and signed by all parties.

22. Property Inspections

A. General Inspection Policy

Periodic inspections of the Premises may be conducted with at least twenty-four (24) hours' notice, except in the case of emergencies. Inspections may be performed by Management, its staff, vendors, or through approved virtual/self-inspection platforms.

Photos and/or video may be taken for documentation purposes. No personal or confidential information will be disclosed.

Koja Property Solutions will determine the appropriate inspection method and provide proper notice in accordance with Georgia law.

B. 2. Inspection Methods

Koja Property Solutions may utilize one of the following methods:

- **Resident Inspect** – Virtual inspections conducted through live video technology.
- **RentCheck** – Self-guided inspections completed by the Tenant.
- **In-Person Inspection** – Conducted by a Koja Property Solutions representative.

C. Move-In Inspection

Tenant must complete and return the Move-In Inspection (via RentCheck link or approved form) within five (5) days of taking possession of the Premises.

Failure to complete and return the inspection within this timeframe shall:

- Constitute a lease violation;
- Result in a \$75.00 administrative fee; and
- Be deemed an acknowledgment that the Premises were accepted in good condition.

D. Lease Renewal Inspection

☐ This section applies to a Lease Renewal (current Tenant).

If Koja Property Solutions requests that you complete a self-inspection using RentCheck, please ensure it is finished within seven (7) days of your renewal start date. All other inspection options will be scheduled accordingly.

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Failure to complete and return the inspection within this timeframe shall constitute a lease violation and may result in a \$75.00 administrative fee.

E. Non-Compliance

Failure to cooperate with or complete any required inspection within seven (7) days of notice shall constitute a lease violation and may result in applicable fees, a notice to vacate, or non-renewal of the lease.

23. Move-Out Condition

Return the property broom-clean with normal wear/tear excepted. If left unclean, **actual cleaning costs** will be billed.

24. Security Deposit

All security deposits are held in a designated trust account in compliance with Georgia law. The security deposit is held in trust as security for the performance of Tenant's obligations under this Lease and **shall not be applied by Tenant toward the payment of rent, including the last month's rent**. Final water bill and proof of payment in full must be submitted to Management prior to the release of your security deposit.

The deposit may be applied by Management only toward unpaid rent, late fees, damages beyond normal wear and tear, unpaid utilities, fees, or any other charges permitted under this Lease and Georgia law. Any remaining balance shall be returned to Tenant in accordance with statutory requirements after the termination of tenancy. If a refund is due, it will be returned within **30 days** with any itemized deductions as required by Georgia law.

25. Use of Premises / Congregating

Tenants and guests may reasonably use the leased premises. Congregating or behavior that disturbs neighbors or violates laws/ordinances is prohibited.

26. Subletting

Subletting or assignment of the lease is strictly prohibited.

27. Drain Use

Only human waste and toilet paper may be flushed. Do not dispose of wipes (including "flushable"), hygiene products, oil/grease, diapers, cigarettes, or condoms. Tenant is responsible for **actual plumbing costs** due to misuse; invoices are due in **7 days**, then a **10% late fee** applies.

28. Lockouts

Management does not provide lockout services. In the event of a lockout, Tenant is responsible for hiring a licensed locksmith at their own expense and must provide Management with a copy of any new keys issued. If Management can assist with access at its discretion, a **\$75.00 trip charge** will apply and is due immediately.

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29. Cable/Satellite

Tenant is responsible for any damage from installation and must restore at move-out unless otherwise approved.

30. Move-In Condition & “As-Is”

The inspection documents current condition. Property is being accepted As-Is.

☐ This stipulation does not apply to lease renewals for current tenants.

31. Abandonment

Indicators of abandonment may include unpaid rent, discontinued utilities, removal of most belongings, and no response to communication. Landlord will follow **Georgia law** for notice, handling of abandoned property, and re-letting.

32. HOA Rules & Fees

Tenant must follow applicable HOA rules. Tenant is responsible for HOA fines caused by Tenant conduct. Rules (if applicable) will be provided within **7 days** of occupancy. Invoices are due upon receipt; a **10% late fee** applies after **7 days**.

33. Utilities

Utilities must remain active throughout the lease unless otherwise agreed in writing. Failure to do so is a lease violation. In the event of an unauthorized disconnection, Tenant(s) shall be charged an **administrative fee of \$100.00 per occurrence**, plus reimbursement for any actual costs incurred by Management to restore service.

34. Lease Violations

Management may issue written warnings for violations. Tenant may be billed for **actual costs** to correct (vendor invoices) plus up to **\$75.00 admin fee per occurrence**. Continued violations may result in additional enforcement, nonrenewal, or termination consistent with Georgia law.

35. Negligent Maintenance

Tenant is responsible for repair costs caused by misuse, neglect, or delays in reporting. Lease enforcement, including termination, will follow Georgia law.

Acceptance of Property

Tenant acknowledges receipt and acceptance of the property in its current condition, normal wear/tear excepted. ☐ This stipulation does not apply to lease renewals for current tenants.

36. Indemnification

Management is not responsible for loss, damage, or injury to you, your guests, or your belongings unless it is directly caused by Management's negligence or by Management failing to take care of the property as required by Georgia law.

This means:

- You are responsible for protecting yourself, your family, your guests, and your personal property.
- We recommend you carry renter's insurance to cover your belongings in case of theft, fire, water damage, or other unexpected events.
- Management will only be responsible if something happens because we did not maintain the property as required by law or if we were negligent.

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37. Plumbing Restrictions (Restated)

Do not flush or drain wipes (even “flushable”), hygiene products, cigarettes, diapers, cooking oil, or condoms. Tenant is responsible for **actual plumbing damages** resulting from improper use.

38. Vehicles / Fluids

No inoperable, unregistered, or abandoned vehicles may be stored. No vehicle repairs/oil changes on site. Tenant is responsible for **actual costs** to clean/repair oil or fluid damage to driveways/garage. Violations may lead to enforcement, up to nonrenewal/termination per law.

Right of Entry

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41. Access & Notice

Landlord, its agents or contractors may enter for inspections, repairs, improvements, or to show the property, with **at least 24 hours’ notice** (except emergencies). Notice may be by writing, email, text, or posting. Tenant shall not unreasonably withhold consent.

42. Costs for Denied Access

If Tenant denies access after proper notice and Landlord incurs **actual vendor costs** (e.g., trip/cancellation fees), those documented costs may be billed to Tenant.

43. Trip Charges

If Management is required to visit the Premises for any reason related to Tenant’s actions, or lease violations, a **trip charge will be assessed, starting at \$100.00 per occurrence**. Additional costs may apply if services or contractors are required to resolve the issue.

Dispute Resolution & Reviews

44. Good-Faith Resolution

Parties agree to attempt to resolve disputes directly. If unresolved, they may meet at the Manager’s office or via video. This provision does not waive any legal rights.

Note on Public Reviews: Parties are free to share truthful opinions. Defamation or knowingly false statements may have legal consequences under applicable law.

Community Rules

45. Noise:

Quiet hours are **9:00 PM – 7:00 AM**.

46. Guests/Occupancy:

Guests may not remain on the premises for more than **14 consecutive days or 28 total days in any calendar year** without prior written approval from Management. Any guest who exceeds these limits without written approval and is effectively residing at the premises will be considered an unauthorized occupant.

47.

If an unauthorized occupant is added to the household without being properly screened and added to the Lease, Tenant(s) shall be charged an **unauthorized occupant fee of \$250.00 per occurrence**, plus any additional costs incurred by Management (including but not limited to utilities and damages) until the violation is corrected.

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Failure to resolve the violation after written notice shall constitute a material breach of this Lease and may result in Management pursuing all remedies available under Georgia law, including termination of tenancy and dispossessory (eviction) proceedings.

- 48. **Smoking:** No smoking/vaping indoors; use outdoor areas responsibly.
- 49. **Maintenance:** Report issues promptly; routine inspections with 24-hour notice.
- 50. **Cleanliness:** Maintain interior/exterior areas under Tenant's control.
- 51. **Trash:** Use designated bins; follow local recycling rules where applicable.
- 52. **Parking:** Use only assigned/authorized spaces.
- 53. **Security:** Lock doors/windows; report suspicious activity to **911** and Management.
- 54. **Alterations:** Written approval required; all parties must sign any modification agreement.
- 55. **Move-Out Notice:** Provide written notice as required by the lease; return unit with normal wear/tear excepted.
- 56. **Conduct:** Be respectful of neighbors and staff; comply with laws and lease terms.
- 57. **Cameras/Alarms:** Allowed at Tenant expense; Tenant is responsible for damage and removal/restoration unless otherwise approved.
- 58. **Cold Weather:** During freezing, slightly open taps overnight to prevent pipe bursts.
- 59. **Snow Removal:** Tenant is responsible **unless** in multi-unit settings where Owner/HOA provides service.

Mold Addendum

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60. Mold Overview & Prevention

Tenant acknowledges what mold is and agrees to practice reasonable moisture control (ventilation, exhaust fans, wiping moisture, prompt reporting, etc.).

61. Reporting & Small Areas

Tenant will promptly **report in writing** any visible/suspected mold, leaks, musty odors, overflows, or moisture issues. Small non-porous areas (e.g., tile) may be cleaned with household cleaners unless caused by an ongoing leak.

62. Remediation & Enforcement

If mold that poses a health/safety risk is found and **Tenant negligence** contributed, Tenant may be responsible for **actual remediation costs**. If conditions require, Landlord may enforce remedies up to termination **in accordance with Georgia law**.

63. Climate Control

Tenant(s) agrees to operate all heating and air-conditioning systems, if provided, in a reasonable and responsible manner. Tenant(s) should maintain the premises at sufficient temperatures to prevent damage to the property, including but not limited to frozen pipes. Tenant(s) further agrees to use heating and cooling systems in moderation and to keep the premises adequately ventilated. Proper ventilation may include periodically opening windows during dry weather or using exhaust fans when available.

Tenant(s) acknowledge that appropriate use of air-conditioning and ventilation helps reduce excess moisture and prevent the growth of mold and mildew. Tenant(s) agrees

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to promptly notify Management in writing of any water intrusion, excessive condensation, or signs of mold so that corrective action can be taken.

64. **Liability (Limited)**

Tenant is liable for damages caused by failure to report or by negligent behavior. Landlord/Management remain responsible for conditions resulting from Landlord’s negligence or failure to maintain as required by law.

65. **Intent & Conflicts**

These rules promote a safe, well-maintained home. If there is a conflict between this Addendum and the Lease, this Addendum controls to the extent **consistent with Georgia law**.

Examples of charges deemed Additional Rent include, but are not limited to:

- **Lockouts** – cost of locksmith services and/or key replacements.
- **Plumbing misuse** – costs resulting from improper disposal of items (e.g., wipes, grease, feminine products, foreign objects).
- **Electrical misuse** – damages caused by overloading circuits, improper use of appliances, or tampering with systems.
- **Unauthorized pets** – any fines, cleaning, pest treatment, or repair costs caused by unauthorized animals.
- **Smoke damage** – remediation costs related to smoking or vaping in prohibited areas.
- **Negligent damage** – including, but not limited to, broken windows, doors, appliances, or flooring caused by tenant neglect or misuse.
- **Improper trash disposal** – costs for removal of bulk items, excessive debris, or improper storage of garbage.

Tenant acknowledges that these charges are not penalties but represent the **actual and reasonable costs** incurred by Landlord or Management, plus any applicable administrative fee for coordination of repairs.

Tenant’s Signature

Date

Tenant’s Signature

Date

Broker /Affiliate Licensee Signature

Date