

Temporary Corporate Housing Short-Term Rental Agreement
STOMPS & COMPANY RIVER CABIN

This lease is made between **Stomps and Company, LLC** whose legal business address is 300 Colonial Center Pkwy Suite 100N Roswell, GA 30076 herein called Lessor, and _____ herein called Lessee and whose permanent address is:

Lessee hereby offers to lease from Lessor the premises situated in the City of Athens, County of Clarke, State of Georgia described as:

Athens, GA 30606

(EXHIBIT A ATTACHED)

1. Term and Rent: Lessor demises the above premises for a term of _____ . The lease will commence on _____, 202_____, at \$ _____ (_____ 00/100s) and terminate on _____ -, 202_____. The total rent payment shall be made no later than the 3rd day of each month and paid via Venmo, Cash App, or certified bank check. The first rent payment will be prorated and is due upon signing this lease in the amount of \$ _____ (_____ 00/100s).

2. Use: Lessee shall use and occupy the premises as a temporary home while traveling for work, school, vacationing, relocating, or due to temporary displacement from a permanent home due to fire or flood. The premises shall be used for no other purpose. Lessee's minor(s), if applicable, are entitled to use the home as his parent/guardian (Lessee) sees fit. The minor child is not responsible for any of the terms outlined in this lease. Lessor represents that the premises may lawfully be used for such purpose.

2a. If the Lessee(s) choose they can receive mail at the above-referenced address, but must give the Lessor 5 business days' notice as there is currently no mailbox. The Lessor will put the mailbox up no later than COB on day 5 at no cost to the Lessee.

2b. Should Lessee choose to use the mailbox they agree to put any mail not addressed to them inside of the neighboring mailbox.

3. Care and Maintenance of Premises: Lessee will have 24 hours after their move-in date to acknowledge that the premises are in good order unless otherwise indicated herein. Lessee will The Lessee shall keep the home in good condition and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee will not be responsible for repairs should repairs be needed. All repairs to the roof, exterior walls, driveways, and structural foundations, shall be maintained by the Lessor. Lessee shall maintain in good condition portions adjacent to the premises, such as the area to the left and right side of the driveway, which means no trash dumping.

3a. Lessee is responsible for putting the trash into the trash receptacle provided by Lessor which will be at the top of the driveway. Lessee has full right to bring the trashcan closer to the house keeping in mind the trash pick-up is every Thursday and the trashcan will need to be at the road by 7 am. The Landlord can provide a trusted cleaning service for the home 1x every 3-weeks, but payment to Ana's Cleaning Service is to be made in cash by Lessee.

3b. There are two designated parking for Tenant(s) vehicles which are described as _____ directly behind the house where the EV car charger sits, but Tenants are allowed to park their vehicles anywhere but in the grass.

4. Alterations: Lessee shall not, without first obtaining the written consent of the Lessor, make any alterations, additions, or improvements, in, to, or about the premises.

5. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment and Subletting: Lessee shall not for any reason sublease any portion of the home or land around the cabin.

7. Utilities: All applications and connections for necessary utility services on the demised premises shall be in the name of Lessor only, and Lessor shall be solely liable for utility charges as they become due, including those for water, electric, and wifi

services. Lessor reserves the right to separate utilities in the future with a 30-day notice at which time Lessee will be solely responsible for water, electricity, and WiFi. Should Lessee need an increased WiFi speed or signal extender Lessee is responsible for purchasing that equipment and setting said equipment up in the home.

8. Entry and Inspection: Lessee shall permit Lessor to enter the premises with a key through the river-facing French doors at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease. Lessor under no circumstances is permitted to come inside the home without having consent from Lessee first unless under the circumstances of flood or fire. Lessee may at any point change the main entry smart lock to their own code provided that the code is communicated to Lessor 48 hours before the lease termination. The Lessee will access the front door with the code of 0401 until or if they decide to change it.

8a. Mold and Mildew: Tenant acknowledges that mold/mildew can grow in any portion of the Premises or property that is exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to health. Tenant therefore agrees to regularly inspect the areas where excess moisture occurs and report any issues or water intrusion problems immediately to the Lessor. The tenant acknowledges they will read www.epa.gov for recommendations.

9. Possession: If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable. Lessee may terminate this lease if possession is not delivered on January 6, 2024, at 12:00 am (midnight).

9a. A set of keys for the deadbolt locks along with bedroom and bathroom door keys will be provided to Lessee in the drawer under the coffee maker, so that the Lessee may move in as their schedule allows.

10. Indemnification of Lessor: Lessor shall not be liable for any damage or injury to Lessee, or any other person or animal or to any property, occurring on the demised premises or any part thereof (Exhibit A), and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. Insurance: The Lessor is responsible for all insurance for the property referenced above. It is recommended that the Lessee have their own rental insurance, but not required.

12. Eminent Domain: If the premises or any part thereof or any estate therein, or any part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rate paid for any period beyond that date shall be repaid to Lessee.

12a. Holding Over: Tenant shall not have the right to remain in the premises after termination or expiration of this lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Agreement, Tenant shall pay the Lessor the per day Holding Over Free set forth elsewhere herein for every day that Tenant holds over after termination or expiration of this lease. Acceptance of the Holding Over Fee by the Lessor shall in no way limit the Lessor's right to treat the Tenant as a tenant at sufferance for unlawfully holding over and to dispossess the Tenant for the same (EXHIBIT B).

13. Destruction of Premises: In the event of partial destruction of the premises during the time hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations. Still, such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate refund of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of the Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at their option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Lessor's Remedies on Default: If Lessee defaults on rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor will be entitled to a loss of wages paid by the Lessee in the amount of 10% of total lease, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Property Taxes: Lessee is responsible for 0% of property taxes.

16. Attorneys Fees: In case a suit should be brought for the recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a responsible attorney's fee.

17. Notices: Any notice that either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at premises, or Lessor at the address, or at such other places as may be designated by the parties from time to time.

18. Option to Renew: Provided that Lessee is not in default in the performance of this lease and provided that there are no other tenants set to move in, Lessee shall have the option to renew the lease for (1) one additional week commencing at the expiration of the initial lease term at the initial rate, and one additional week term until the property is no longer needed by Lessee. All of the terms and conditions of the lease shall apply during the renewal term except that the weekly rent shall be due 48 hours before the original termination date specified on this lease as long as there are no other tenants who have rented the cabin.

19. Emergency Procedures: In the event that the river crests and makes the main stairway (legally the side of the home) inaccessible which would prevent entry into the cabin, Lessor agrees to pay for the Lessee to stay in a hotel until the river level decreases and the cabin is accessible again.

19a. The River Cabin is on a well, so if the power goes out due to a thunderstorm there is no running water. If such a situation happens the Lessor has a grace period of 8 hours. If after 8 hours Jackson EMC power company has not restored power to the area, Lessor will bring over a generator that will power the well (shower/toilets/sinks), the kitchen (refrigerator/freezer), the bathroom lights, and the living room lights. The generator set-up will be at the Lessor's expense.

20. Pets: No pets are to be kept on the property unless a separate Pet Exhibit is attached to this lease. Maximum (2) dog policy when the dog (s) weigh over 10 lbs. If dogs are under ten pounds (10 lbs) each the Lessee may bring up to (3) dogs. There is to be no pet rent and no pet deposit.

20a. There is a family of Red Tail Hawks and Barred Owls living on the property, so please keep that in mind if you have a small dog. Hawks have been known to pick up to 6 lbs, but a hawk does not know the difference between a 6 lb dog and an 8 lb dog. A hawk may not be successful in carrying away an 8-9 lb dog, but they might try and the talons alone would cause significant damage to a dog of that size.

20b. The deer (Stomps and Company) typically give birth around Memorial Day and the deer nurse their fawns for 2-3 months after the fawns are born. During this time the female deer are very protective of their young, so please keep that in mind. If your dog likes to chase or does not come when called they could stumble upon a fawn bedded down in some thicket which can be dangerous to the dog should the mother deer be nearby.

20c. There is an unauthorized pet charge, except for those pets authorized by a Pet Addendum (EXHIBIT C) to this lease. This includes, but is not limited, to animals animals that belong to guests or animals that are only staying temporarily. Should the Lessor witness an authorized animal within the Premises for 2 or more consecutive days, the Tenant agrees to pay the Lessor the Unauthorized Pet Charges as liquidated damages in the amount of \$200 dollars per occasion where the Lessor/property manager observed the unauthorized animal.

20d. Lessee is not responsible for a lost or runaway animal that may show up on the property. In the event there is a suspected lost or runaway animal Lessee is required to contact the Lessor where at no cost to the Lessee the Lessor will take the necessary action to get said animal to safety by whatever means possible.

20d. If, in the sole discretion of Lessor said pet becomes a nuisance, makes excessive noise, acts in a threatening manner, interferes with wildlife, or becomes a threat to public health or safety, then, at the written direction of the Lessor to the Lessee, Lessee shall, within (5) five days thereafter, remove pet from the premises or face legal remedies, including, but not limited to, termination of the Lease.

Lessor is not responsible for any injury to Lessee's pet(s).

21. Property Loss: Storage of personal property by Lessee in Premises or in other portion of Property shall be at Lessee's sole risk. The lessee should consider a renter's insurance policy (average \$12-\$14 dollars a month). Lessee agrees to look solely to Lessee's insurance carrier for reimbursement of losses and holds Lessor harmless from any claims, causes of action, or damages relating to the same.

21a. Lessee acknowledges that:

(1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while the Lessor may from time to time do

things to make the Premises and/or property reasonably safe, Lessor is not a provider or guarantor of security in or around the Premises.

21b. There is a chain at the top of the driveway that can be manually put up and removed upon entry and exit of the premises if the Lessee chooses they are entitled to do so.

22. Short-Term Rental Payment: Tenant shall make all rental payments in full by the 3rd of each month via certified bank check, Venmo, or Cash App. The first month's rent is due upon signing this lease as this is a corporate housing rental that operates by listing the Premises on different platforms for booking. In order to block the calendar for the days set forth in this agreement the first month is due upon signing.

22a. Partial Payments: Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. Nor will the Landlord's acceptance of a partial payment forfeit the Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

22a. Additional Rent: Any additional sums or charges due from the Tenant because of a breach or violation of this Lease shall be due as additional rent. Such additional sums or charges shall include but are not limited to, fines, utility payments, maintenance charges, and/or damages exceeding normal wear and tear to the premises or to community property when such damages are caused by Tenant or Tenant's family, occupants, guests, or invitees.

23. Wildlife: If at any time Lessee comes across injured wildlife they must immediately contact Christy Conoly who will work with wildlife rehabbers to do what is in the best interest of the animal. At no time shall the Tenant try to domesticate wildlife as a pet.

23a. Tenant understands that under no circumstances will any wildlife be hunted on or around the premises.

23b. Tenant will be diligent to not use excessive speed when entering the road and driving down the driveway so as to let deer cross.

23c. Lessor is not responsible for any damages as a result of hitting wildlife due to lack of paying attention or due to excessive speed.

24d. Tenant is not required, but if willing they should add "please watch for deer, we have pet deer" to their food service delivery notes.

24e. Fishing is allowed. All catfish, crappie, brim, and large-mouth bass do not have to have been released. Any of the yellow-bellied slider turtles that might be caught must be released.

24. Fair Housing Disclosure: The lessor and or property manager are committed to leasing and managing the Premises, without regard to race, color, national origin, religion, handicap, familial status, sex, sexual orientation, or gender identity.

25. Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by a written signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

EXHIBITS and signature page follow.



By: _____ *Athens, Ga*

By: _____
(Print Lessee)

(Print Lessor)

Signature of Lessee (Tenant 1):

Signature of Lessor:

Date: _____

Date: _____

Print Lessee (Tenant 2)

Signature of Lessee (Tenant 2):

Date: _____



PROPERTY DESCRIPTION
EXHIBIT A

All that tract or parcel of land on the southerly side of an unpaved road having a 50-foot right-of-way in the 1347th District G.M., Athens-Clarke County, Georgia, containing 5.118 acres and being more particularly shown according to an individual plat entitled "Survey for Richard M. Davis" by James Flanders & Assoc. Dated September 3, 1970, a copy of which is recorded in the Office of the Clerk, Superior Court, Athens-Clarke County, Georgia, in Plat Book 13, Page 112, reference to which is hereby made for a more detailed description of the property.

HOLDING OVER FEE
EXHIBIT B

The holding-over fee is \$200 per day.

**PET EXHIBIT
EXHIBIT C**

This Exhibit is attached to and made part of that certain Agreement dated _____, 2023 by and between, Stomps and Company, LLC (Christy Conoly) (hereinafter called the Lessor) _____ (hereinafter called the Lessees or Tenants), for the premises located at: _____

Lessor and Lessee agree as follows (initial):

There will be no pets other than the ones listed below at the residence:



Allowed pets as agreed by Lessor will be:

Permission is hereby given for Lessee's pet(s), described above, to be kept within the subject premises.

Lessor (Print) _____

Lessor (Sign) _____