



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council
From: Brent Walker, Parks and Recreation Director
Date: June 14th, 2021
Subject: Lease Agreement for 4819 Vermack Road

ITEM DESCRIPTION

Lease Agreement with Alan Beck-DeBlasi for 4819 Vermack Rd

BACKGROUND

The City will be closing on two properties located at 4809 and 4819 Vermack Road at the end of this month for a future city park. There are two residential homes located at the properties which may be of public use when the park is developed. To ensure that the homes are maintained and do not become the target of vandals, staff feel that a tenant in the brick home at 4819 Vermack Road would be beneficial.

Alan Beck-DeBlasi, the Park Operations Coordinator, has expressed interest in moving into the property and maintaining it for future city use. He will also provide the benefit of having an on-site staff person for after-hours emergency response for Parks and Public Works. A lease agreement is attached to this memorandum for Council's consideration.

RECOMMENDATION

Staff respectfully requests that Council: (1) approve the lease agreement between the City and Alan Beck-DeBlasi to lease the brick home located at 4819 Vermack Rd. (2) authorize the City Manager to execute the necessary documents following satisfactory review by legal counsel.

CITY OF DUNWOODY, GEORGIA

LEASE FOR RESIDENTIAL PROPERTY

In consideration of Ten Dollars (\$10.00), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant (as those terms are defined below) do hereby enter into this Lease (hereinafter "Lease" or "Agreement") on this date of _____ the terms and conditions of this are set forth below.

1. **Parties.**

A. LANDLORD.

The Landlord in this Lease is the CITY OF DUNWOODY, GEORGIA

B. TENANT.

The Tenant(s) in this Lease are as follows: ALAN BECK-DEBLASI

2. **Agreement to Lease.** Landlord leases to Tenant, and Tenant leases from Landlord, the residential dwelling with the following address: 4819 Vermack Road, Dunwoody Road, Dunwoody, GA 30338 and which may be further described in the plans, if any, attached hereto as Exhibit "A" (hereinafter "Premises").

3. **Term.** The initial term of this Lease shall begin on _____ ("Commencement Date"), and shall end on (and include) the following date: _____ ("Ending Date"); provided, however, if Tenant does not provide Landlord notice of termination on _____, the Term shall automatically extend through the date of _____.

4. **Rent.** Tenant shall pay rent in advance in the sum of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month on the first day of each month during the Lease Term. The rent due under this lease shall be payable to the CITY OF DUNWOODY, GEORGIA at the following address: _____ (or at such other addresses as may be designated from time to time by Landlord in writing). One Thousand of said rent shall be for housing and Two Hundred shall go toward utilities. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that unless Landlord and Tenant otherwise agree in writing, all funds received will be applied to the oldest outstanding balance owed to Landlord including but not limited to additional rent resulting from late payments of rent, fees associated with checks returned for insufficient funds, administrative fees, costs and fees associated with a dispossessory action, etc.

5. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by 9:00 a.m. on the 5th day of the month in which it is due shall be late. Landlord may, but shall have no

obligation to accept any rent not received by the 1st of the month. If late payment is made and Landlord accepts the same, the payment must be made in the form of cash, cashier's check, certified check or wire transfer of immediately available funds and must include an additional rent amount of \$75.00, and if applicable, a service charge of \$25.00 for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

6. **Dispossessory Fee.** Notwithstanding anything to the contrary contained herein, if Tenant owes any outstanding, additional rent and other fees and charges as of the 1st day of the month, Landlord may file a dispossessory action in the county in which the Property is located. In the event that a dispossessory action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall pay an additional fee of \$1,000.00 to cover the costs of filing fees, court costs, attorney fees, plus an administrative fee of \$1,000.00 per dispossessory action.

7. **Security Deposit.**

A. Tenant has paid Landlord a refundable security deposit to the CITY OF DUNWOODY, GEORGIA ("Holder") in the amount of \$1,200.00 ("Security Deposit") by check or online payment.

B. Deposit of Same: Holder shall deposit the Security Deposit within five (5) banking days of receiving the same into the bank listed below:

1. Landlord's Discretion

All interest earned on the above-referenced account shall belong to the Holder. Holder shall have the right to change the bank and/or account number in which the Security Deposit is held upon notice to Landlord and Tenant, provided that the type of account remains the same. Landlord shall have the right upon fourteen (14) days prior notice to Holder and Tenant to change the Holder of the Security Deposit and / or the bank account into which the Security Deposit is deposited; provided that the new bank account into which the Security Deposit is deposited into is an Escrow/Trust Account. Upon receiving such notice, the Tenant and Existing Holder shall send notice to Landlord consenting to the transfer of the Security Deposit.

C. Security Deposit Check Not Honored: In the event any Security Deposit check is not honored, for any reason, by the bank upon which is it drawn, Holder shall promptly notify all parties to this Agreement of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this lease upon notice to Tenant.

D. Return of Security Deposit: The balance of the Security Deposit shall be returned to Tenant by Holder within thirty (30) days after the termination of this Agreement or the

surrender of Premises by Tenant, whichever occurs last (hereinafter “Due Date”); provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given a 60 day written notice to vacate; (3) the entire Property is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damages to the Premises or the Property except for normal wear and tear or damage noted at the commencement of the Lease in the Move-In Move-Out Inspection Form signed by Landlord and Tenant; and (6) all apartment keys, keys to recreational or storage facilities, access cards, gate openers and garage openers, if any, have been returned to Landlord.

E. Deductions from Security Deposit: Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property other than normal wear and tear caused by Tenant, Tenant’s household members or their invitees, licensees and guests; (2) unpaid rent, utility charges or pet fees; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; (5) late fees and any other unpaid fees, costs and charges referenced herein; and (6) a fee of \$50.00 to rekey the locks either at the request of Tenant or upon the termination of the Lease.

F. Move-Out Statement: Holder shall provide Tenant with a statement (“Move-Out Statement”) listing the exact reasons for the retention of the Security Deposit or for any deductions there from. If the reason for the retention is based upon damages to Premises, such damages shall be specifically listed in the Move-Out Statement. The Move-Out Statement shall be prepared within three (3) banking days after the termination of occupancy. If Tenant terminates occupancy without notifying the Holder, Holder may make a final inspection within a reasonable time after discovering the termination of occupancy. Tenant shall have the right to inspect Premises within five (5) banking days after the termination of occupancy in order to ascertain the accuracy of the Move-Out Statement. If Tenant agrees with the Move-Out Statement, Tenant shall sign the same. If Tenant refuses to sign the Move-Out Statement, Tenant shall specify in writing, the Items on the Move-Out Statement with which Tenant disagrees within three (3) banking days. For all purposes herein, a banking day shall not include Saturday, Sunday or federal holidays.

G. Delivery of Move-Out Statement: Holder shall deliver the Move-Out Statement, along with balance, if any, of the Security Deposit, before the Due Date. The Move-Out Statement shall either be delivered personally to Tenant or mailed to the last known address of Tenant via first class mail. If the letter containing the payment is returned to Holder undelivered and if Holder is unable to locate Tenant after a reasonable effort, the payment shall become the property of Landlord ninety (90) days after the date the payment was mailed.

8. **Administrative Fee.** Tenant has paid to Holder a non-refundable administrative fee of \$0.00.

9. **Utilities.** Tenant shall pay \$200 per month for utilities. For the purpose of this paragraph utilities are defined as the following: water, sewer, electric, sanitation, gas, and phone.

10. **Move-In Inspection.** Prior to Tenant tendering a Security Deposit, Landlord shall provide Tenant with “Move-In, Move-Out Inspection Form” attached hereto and incorporated hereinafter (the “Form”) itemizing any existing damages to Property. Prior to taking occupancy, Tenant will be given the right to inspect Property to ascertain the accuracy of the Form. Both Landlord and Tenant shall sign the Form. Tenant shall be entitled to retain a copy of the Form. Tenant acknowledges that Tenant has carefully inspected Property in which Premises are located and is familiar with the same.

11. **Renter’s Insurance.** No later than ten (10) days following the execution of this Agreement, at Tenant’s expense, Tenant shall obtain all risk Renter’s Insurance in an amount of not less than Twenty Thousand Dollars (\$20,000.00) per occurrence on the Premises. Tenant shall provide a copy of said Renter’s Insurance policy to Landlord upon the request of the Landlord.

12. **Tenant’s Responsibilities.**

A. **Repairs and Maintenance:** Tenant acknowledges that Tenant has inspected Premises and that it is fit for residential occupancy. Tenant shall promptly notify Landlord of any dangerous condition or need for maintenance existing in Premises or on Property. Upon receipt of notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair the following: (1) all defects in Premises or Property which create unsafe living conditions or render Premises untenable; and (2) to the extent required by state law, such other defects which, if not corrected, will leave Premises or Property in a state of disrepair. Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary and clean condition free of trash and debris. Any expenses incurred by Landlord to remedy any violations of this provision shall be reimbursed to Landlord by Tenant within thirty (30) days of the receipt of an invoice from Landlord. If Tenant fails to timely pay said invoice Tenant shall be in default of this Agreement.

B. **Lawn and Exterior Maintenance.**

1. Landlord shall provide all yard/exterior maintenance for the Premises. Tenant agrees to refrain from any act which would leave the yard/exterior of the Premises in a state which does not comply with all laws and ordinances or is not consistent with the maintenance within the neighborhood.

C. **Pest Control:** Landlord will be responsible for termite and rodent control. Tenant shall provide other pest control (including ants, cockroaches, spiders and other insects).

D. **Smoke Detector:** Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and notify Landlord immediately if the smoke detector is not functioning properly.

E. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32 F, Tenant shall: (a) leave the thermostat regulating the heat serving Premises in an “on” position and set to a minimum of 60 F; and (b) leave the faucets dripping.

F. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air condition ducts located in the Premises.

G. **Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems located on the Property.

13. **Lead-Based Paint.** For any Premises located on Property built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA’s Renovate Right brochure (<http://www.epa.gov/lead/pubs/renovaterightbrochure.com>)

Initials: _____

14. **Sublet and Assignment.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. While Tenant may use and enjoy the Property to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Property is being transferred or conveyed by Landlord to Tenant herein.

15. **Use.** Premises shall be used for residential purposes only and shall be occupied only by the 1 (#) person(s) listed as follows: Alan Beck-Deblasi. Property shall be used by Tenant and all occupants, guests, licensees and contractors in accordance with all federal, state, county, and municipal laws and ordinances and any applicable declaration of condominium, declaration of covenants, conditions, and restrictions; all rules and regulations adopted pursuant thereto; and any community association bylaws. Tenant agrees any violation or noncompliance of the above resulting in fines being imposed against Landlord shall be the financial responsibility of and immediately paid by the Tenant.

16. **Nuisances and Unlawful Activity.** Tenant shall be responsible for ensuring that Tenant and members of Tenant's household and their invitees, licensees and guests comply with the Rules and Regulations applicable to Tenant set forth herein and any term, condition or provision of this Lease relating to the use of the Premises or Property and do not engage in any activity while on Property that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicated for an unlawful activity occurring on Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may terminate this Lease immediately. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.

17. **Property Loss.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's risk. Tenant has been advised to obtain renter's insurance that provides comprehensive property insurance for Tenant's property that insures against any loss due to but not limited to leaking pipes, theft, vandalism, fire, windstorms, hail, flooding, rain, lightning, tornadoes, hurricanes, water leakage, snow ice, running water or overflow of water or sewage. Landlord shall not be liable for any injury or damage caused by such occurrences, and Tenant agrees to look solely to their insurance carrier for reimbursement of losses for such events.

18. **Right of Access, Signage.** Upon 24 hours advance notice to Tenant, Landlord shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. to access to Premises or Property to inspect, repair, and maintain the same and/or to show the Property to prospective tenants and buyers. In addition, Landlord may enter the Property and Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord to enter Property and Premises for this purpose. During the last 60 days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord may also place a "for rent" or "for sale" sign in the yard or on the exterior of any dwelling on Property, may install a lockbox and may show Premises to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord who may show Premises to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$50.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

19. **Rules and Regulations.**

A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If all keys to Premises

and Property are not returned when Tenant vacates Premises, Landlord may charge a re-key charge in the amount of \$50.00.

B. Motor vehicles with expired or missing license plates, non-operative vehicles, motor vehicles leaking oil, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.

C. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which are combustible would increase fire risk or increase the risk of other casualties, shall be kept in or placed on Property.

D. No nails, screws or adhesive hangers except standard picture j-hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Premises.

E. No pets are allowed unless the exhibit entitled "Pet Exhibit" is attached to this Lease.

F. Tenant shall not, on or in Property, improperly dispose of motor oil, paints, paint thinners, gasoline, kerosene or any other product which can cause environmental contamination on or in Property.

G. No waterbeds are allowed in Premises without written consent of Landlord.

H. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord.

I. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Landlord.

J. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on Property.

K. Tenant shall comply with all posted Rules and Regulations governing the parking of motor vehicles on Property or the use of driveways, sidewalks and streets on Property.

L. Tenant shall only skateboard, skate, rollerblade or bicycle on paved portions of the Property and while wearing proper safety equipment.

M. Any location and means of installation and repair and/or maintenance of any telephone, cable TV, satellite, internet or data wiring and/or systems are the sole responsibility of Tenant, but must be approved, in advance, by Landlord. Landlord does not warrant and shall not be responsible for any portion of any telephone, cable TV, satellite, internet or data wiring and/or systems serving Property.

N. Tenant shall be prohibited from improving, altering or modifying the Property (including painting) during the term of this Agreement without the prior written approval of the Landlord. Any improvements, alterations or modifications approved by Landlord shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value of the same. Any improvements, alterations or modifications of the Property made by Tenant without the approval of Landlord shall be deemed to be damage done to the Property by Tenant.

O. Tenant shall keep all utilities serving the Property on at all times during the term of the Lease and through the completion of the Move Out Inspection including but not limited to garbage, water, electric, and gas. Should Tenant fail to keep utilities on through the Move Out Inspection Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and an administrative fee of \$125.00.

20. **Default.**

A. Default Generally: Tenant shall be in default of this Lease upon the occurrence of any of the following:

1. Tenant violates any of the Rules and Regulations or Tenant's responsibilities set forth herein or otherwise fails to abide by the terms and conditions of this Lease. Prior to terminating the Lease for any above-referenced reasons Landlord shall give Tenant notice of the default and a three (3) day opportunity to cure the same except in situations where the default is incapable of being cured within that time frame or the nature of Tenant's default, if not cured, poses a risk of damage or injury to Landlord, Landlord's property or other persons or property as determined in the sole discretion of Landlord.

2. Tenant violates any of the Rules and Regulations or Tenant's responsibilities set forth herein or other terms and conditions of the Lease of total of three (3) or more times during the term of the Lease regardless of whether such violations are cured.

3. Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).

4. Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.

5. Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear and items identified in the Move-In Move-Out Inspection Form signed by the Landlord and Tenant at the commencement of the Lease) caused by the actions or neglect of Tenant or member of Tenant's household and their invitees, licensees and guests.

B. **Effect of Default:** If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available legal and equitable remedies to remedy the default. Upon a Tenant default, Tenant shall remain fully liable to pay all rent, fees and other charges through the earlier of either: (a) the end of the lease term; or (b) the date that the Property is re-rented and the tenant under the new lease takes occupancy and pays all initial amounts owed under the lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

21. Destruction of Property.

A. If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction.

B. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence.

C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests.

22. Mortgagee's Rights. Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

23. Disclaimer.

A. **Neighborhood Conditions.** Tenant acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. It shall be Tenant's duty to become acquainted with any present or future neighborhood conditions which could affect the Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Property, political jurisdictional maps and land use and transportation maps and plan. If Tenant is concerned about the possibility of a registered sex offender residing in a neighborhood in which Tenant is interested, Tenant should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.

24. **Early Termination by Tenant.**

A. **Right of Early Termination:** Tenant shall not have the right to terminate this Lease early.

B. **Military Activation:** Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; and then and in that event, this Lease shall be controlled by the Service members' Civil Relief Act of 2003 as amended in 50 U.S.C.A. 50-534.

C. **Active Military:** If Tenant is on active duty with the United States military and Tenant or an immediate family member of Tenant occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed: (1) thirty (30) days rent after Tenant gives notice under this section; and (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant. If Tenant is active military and presents to Landlord a copy of official orders of transfer to another military location, then and in that event, items 26.A.5 above shall not apply.

D. **Holding Over:** Tenant shall have no right to remain in the Property after the termination or expiration of this Lease. Should Tenant fail to vacate the Property upon the expiration or termination of this Agreement, Tenant shall pay Landlord a per diem occupancy fee of \$50.00 for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the occupancy fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

25. **Early Termination by Landlord.** Tenant agrees that Landlord may terminate the lease upon thirty (30) days written notice.

26. **Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party thirty (30) days written notice prior to the end of the term. If neither party gives notice of termination, this Lease will automatically:

Renew for an additional term of 365 days with a rent increase of 3.000% of the current rental rate. All other terms of the existing Lease shall remain the same. The additional term shall begin on the first day following the end of the preceding term unless either party gives notice to the other at least 60 days prior to end of the then current term of that party's decision to terminate the Lease at the end of the current term. This Lease may be automatically renewed for up to one (1) additional term. If this Lease has not been terminated during the final renewal term, this Lease will continue on a month to month basis until the same is terminated in accordance with Georgia's Law.

27. **Other Provisions.**

A. Time of Essence: Time is of the essence of this Lease.

B. No Waiver: Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

C. Definitions: Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.

D. Joint and Several Obligations: The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.

E. Entire Agreement: This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.

F. Attorney's Fees, Court Costs and Costs of Collection: Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.

G. Indemnification: Tenant agrees to indemnify and hold Landlord harmless from and against any and all injuries, damages, losses, suits and claims against Landlord out of related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with any requirements imposed by any governmental authority; (4) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees, licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord); (5) failure to maintain or repair equipment or fixtures, were Landlord use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord with respect to any of the above-referenced matters.

H. Notices:

1. All Notices Must Be In Writing. All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination or vacating and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice.

2. Method of Delivery of Notice. Subject to the provisions herein, all notices shall be delivered; (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); or (4) by registered or certified U.S. mail, pre-paid return receipt requested or (5) e-mail.

3. When Notice is Deemed Received. Except as may be provided herein, a notice shall not be deemed to be given, delivered or received until it is actually received. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the

4. Certain Types of Signatures Are Originals. A facsimile signature shall be deemed to be an original signature for all purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the same if the e-mail is sent from the e-mail address of that party and is signed with a "secure electronic signature" as that term is defined under Georgia Law.

I. Appliances: The following appliances are in Property and included in this Lease: Refrigerator, Stove, Oven, Microwave, Dishwasher.

Tenant acknowledges that Tenant has inspected these appliances and that the same are in good working order and repair.

J. Keys: Landlord may release keys to Property to any of the occupants listed herein.

K. Waiver of Homestead Rights: Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.

L. Governing Law: This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Property.

M. Security Disclaimer: Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which Property is located; and (2) while Landlord may from time to time do things to make Property reasonably safe, Landlord is not a provider or

guarantor of security in or around Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.

N. Rental Application: Tenant's rental application is incorporated herein, if is later discovered that the information disclosed the rental application by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies regarding said default.

O. Authorized Agent Disclosure: The name and address of the Owner of record of the Property or the person authorized to act for and on behalf of the Owner for the purpose of serving of process and receiving demands and notices is as follows:

N/A

P. Manager: The name and address of the person authorized to manage the property is as follows:

N/A

(hereinafter "Manager"). If no Manager is listed above, the Owner shall be deemed to be self-managing the Property. If Manager is listed as the Landlord hereunder, Manager shall have full authority to act as the Landlord for all purposes hereunder. Manager shall have no rights, duties, obligations or liabilities greater than what is set forth in the Management Agreement between Owner and Manager.

28. **Exhibits.** All exhibits attached hereto listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

- A. Rules and Regulations
- B. Charges and Responsibility
- C. Minimum Turnover Costs

SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control.

Tenant will provide on call service for Dunwoody Parks and Public Works. He will also provide and oversee the upkeep of both the house in which he resides and the house located at 4809 Vermack Road, Dunwoody, GA 30338.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

All Names should be both signed and printed.

Tenant:

ALAN BECK-DEBLASI

Landlord:

CITY OF DUNWOODY, GEORGIA

By: Mayor Lynn Deutsche

Exhibit "A"

Rules and Regulations

1. Tenant is not allowed to make alterations to the property, including but not limited to painting, without written permission by the landlord. Lease shall become null and void if this is done; tenant shall forfeit security deposit and be charged for repairs to bring residence back to its original shape.
2. Quarterly inspections may be made upon 24 hours' notice.
3. Musical instruments, radios, televisions and other sound reproduction equipment shall be used in such a manner so as not to disturb other homes/units. Tenant understands that sounds produced shall be kept at a volume so they are ONLY audible within the home. Management reserved the right to void the lease and evict, with 10 days' notice, if this is a repeated problem.
4. Storage in mechanical closets is prohibited. This includes closets where water heaters are stored.
5. Tenant is responsible for replacing light bulbs and fuses during the term of the lease. Common areas shall be split between tenants.
6. Tenants shall be liable and hold landlord/ broker harmless for any injury inside or outside of premises.
7. Tenant is responsible for supplying broker/ landlord with current work/ home/ cell numbers.
8. All window treatments including but not limited to curtains and blinds remain with the property. At no time shall sheets be placed over or in windows.
9. Good housekeeping is mandatory. Garbage shall be removed daily.
10. Tenant is responsible for changing air filters in HVAC unit at tenants' expense once every six (6) months. If HVAC unit needs to be replaced or repaired and is professionally deemed to be damaged by tenants misuse or neglect tenant shall be responsible for the cost of repairs.
11. Tenant shall be responsible for the cost of repairs for burst pipes due to tenant's failure to let water run during periods of freezing temperatures.
12. Appliances are provided in good working order. It is tenant's responsibility to keep them in good working order. Tenant is also responsible for clearing toilet or main drain line should it be clogged with anything other than tree roots.
13. Security deposit shall NOT be used as last month's rent.
14. A minimum of \$100 shall be withheld from security deposit for cleaning if tenant fails to clean the home properly at move out.
15. **All properties are non-smoking. Smoking within the premises gives the landlord the right to terminate the lease. All remaining rents for the remainder of the lease shall be due immediately and security deposit will be forfeited.**
16. All tenants and co-signers are jointly and severally liable for entire rent.

17. Tenant is responsible throughout the course of the lease agreement to notify landlord of any maintenance issues or repairs needed to the property. It is tenant's responsibility to notify landlord if any work completed was not done in a timely matter or improperly by technician.

ACKNOWLEDGMENT

Tenant:

ALAN BECK-DEBLASI

Exhibit “B**MINIMUM TURNOVER COSTS**

ITEM	Minimum Charges	ITEM	Minimum Charges
Carpet cleaning per room	\$95.00	Kitchen/bath drain stopper	\$8.00
Carpet repair	\$50.00	Replace patio door screen	30
Replace wall to wall carpet (per room)	\$500.00	Replace window screen	\$15.00
Damage to resilient flooring (cost to replace)	\$30.00	General cleaning (Washing Windows, Sinks, Toilets, Mirrors, Cabinets, Refrigerator, Stove)	\$185.00
Labor cost for painting - per room	\$150.00	Chip on sink or tub (each)	\$10.00
Painting (1 bedroom)	\$250.00	Chip on kitchen appliances	\$10.00
Paint touch up	\$20.00	Damage to ceramic tile	\$30.00
Paint per gallon-turnover	\$20.00	Damage to countertop	\$30.00
Drywall touch up	\$10.00	Damage to cabinets	\$25.00
Nail holes per hole	\$1.00	Cleaning range	\$25.00
Trash removal-exterior or interior	\$35.00	Turnover hourly work per hour	\$25.00
Entrance key not returned each	\$50.00	Replace storm window frame	\$30.00
Mailbox key not returned each	\$25.00	Replace smoke alarm	\$25.00
Replace storm door with closer	\$200.00	Replace smoke alarm battery	\$3.50
Replace interior door	\$150.00	Replace refrigerator vegetable tray	\$35.00
Replace exterior door	\$175.00	Replace butter dish	\$5.00
Damage to woodwork	\$25.00	Replace ice cube tray	\$2.00
Replace light bulbs each	\$2.00	Replace ice caddies	\$8.00
Repair or replace light fixture	TBD	Replace a broiler pan	\$30.00
Replace door stop	\$2.00	Replace oven rack	\$30.00
Replace or repair security locks	\$75.00	Replace dishwasher utensil basket	\$30.00
Replace medicine cabinet	TBD	Broken or cracked window glass	\$45.00
Replace medicine cabinet shelf	\$15.00	Replace outlet or light switch plate	\$2.00
Replace wall mirror	\$100.00	Repair-replace toilet parts	TBD
Replace chrome or ceramic towel bars	\$25.00	Replace toilet	TBD
Replace soap dish	\$15.00	Remove foreign object from disposal	\$35.00
Replace powder room mirror	\$200.00	Clean out toilet, sink or street drain line	\$95.00

The charges above (although they do not cover all items) are the most common charges in residence turnover or accidental damage done by a resident. It is the desire of management that no charges will have to be made to any resident; but in the event of additional cleaning, repairs

or replacement we want you to be aware of the costs. Please keep in mind these are minimum charges, actual charges may be higher.

For additional information regarding the return of your Security Deposit and the condition of your residence when vacating, please see the attached "Move-Out Procedure."

ACKNOWLEDGMENT

Tenant:

ALAN BECK-DEBLASI

MOVE-IN/ MOVE-OUT INSPECTION FORM

Move In Date: _____

Move Out Date: _____

COMPONENT	MOVE IN	MOVE OUT	CHARGE
Grass	OK N/A		
Shrubs	OK N/A		
Trees	OK N/A		
Mailbox	OK N/A		
Fence	OK N/A		
Pool/Hot tub	OK N/A		
Siding/Brick	OK N/A		
Paint	OK N/A		
Windows	OK N/A		
Doors	OK N/A		
Exit lights	OK N/A		
Front Porch	OK N/A		
Back deck/Patio	OK N/A		
Chimney	OK N/A		
Roof	OK N/A		
Trim/Fascia	OK N/A		
Gutters	OK N/A		
Screens	OK N/A		
Doors/Locks	OK N/A		
Flooring	OK N/A		
Walls	OK N/A		
Ceiling	OK N/A		
Light/Fan	OK N/A		
Stairway walls	OK N/A		
Stairway carpet	OK N/A		
Handrail	OK N/A		
Carpet/Flooring	OK N/A		
Walls/Ceiling	OK N/A		
Woodwork	OK N/A		
Windows/Blinds	OK N/A		
Doors/Locks	OK N/A		
Light fixtures	OK N/A		
Ceiling fan	OK N/A		
Outlets/Switches	OK N/A		

Fireplace	OK	N/A		
-----------	----	-----	--	--

Carpet/Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Woodwork	OK	N/A		
Windows/Blinds	OK	N/A		
Doors/Locks	OK	N/A		
Light fixtures	OK	N/A		
Ceiling fan	OK	N/A		
Outlets/Switches	OK	N/A		
Carpet/Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Woodwork	OK	N/A		
Windows/Blinds	OK	N/A		
Doors/Locks	OK	N/A		
Light fixtures	OK	N/A		
Ceiling fan	OK	N/A		
Outlets/Switches	OK	N/A		
Fireplace	OK	N/A		
Flooring	OK	N/A		
Refrigerator	OK	N/A		
Range/Vent Hood	OK	N/A		
Dishwasher	OK	N/A		
Microwave	OK	N/A		
Disposal	OK	N/A		
Trash Compacter	OK	N/A		
Cabinets	OK	N/A		
Countertops	OK	N/A		
Sink	OK	N/A		
Walls/Ceiling	OK	N/A		
Windows/Shades	OK	N/A		
Light fixtures	OK	N/A		
Ceiling fan	OK	N/A		
Outlets/Switches	OK	N/A		
Woodwork	OK	N/A		
Pantry	OK	N/A		
Doors/Locks	OK	N/A		

Washer/Dryer	OK	N/A
Flooring	OK	N/A
Walls/Ceiling	OK	N/A
Doors/Locks	OK	N/A
Lights & switches	OK	N/A
Vent	OK	N/A
Shelving	OK	N/A

Carpet/Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Woodwork	OK	N/A		
Windows/Blinds	OK	N/A		
Doors/Locks	OK	N/A		
Light fixtures	OK	N/A		
Ceiling fan	OK	N/A		
Outlets/Switches	OK	N/A		
Fireplace	OK	N/A		
Carpet/Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Woodwork	OK	N/A		
Windows/Blinds	OK	N/A		
Doors/Locks	OK	N/A		
Light fixtures	OK	N/A		
Ceiling fan	OK	N/A		
Outlets/Switches	OK	N/A		
Woodwork/Trim	OK	N/A		
Carpet/Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Woodwork	OK	N/A		
Windows/Blinds	OK	N/A		
Doors/Locks	OK	N/A		
Light fixtures	OK	N/A		
Ceiling fan	OK	N/A		
Outlets/Switches	OK	N/A		
Woodwork/Trim	OK	N/A		
Carpet/Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		

Woodwork	OK	N/A		
Windows/Blinds	OK	N/A		
Doors/Locks	OK	N/A		
Light fixtures	OK	N/A		
Ceiling fan	OK	N/A		
Outlets/Switches	OK	N/A		
Woodwork/Trim	OK	N/A		
Carpet/Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Woodwork	OK	N/A		
Windows/Blinds	OK	N/A		
Doors/Locks	OK	N/A		
Light fixtures	OK	N/A		
Ceiling fan	OK	N/A		
Outlets/Switches	OK	N/A		
Woodwork/Trim	OK	N/A		

Sink/Faucets	OK	N/A		
Vanity/Cabinets	OK	N/A		
Tub/Shower	OK	N/A		
Commode	OK	N/A		
Mirror	OK	N/A		
Towel racks	OK	N/A		
Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Windows/Blinds	OK	N/A		
Closet	OK	N/A		
Lights/Switches	OK	N/A		
Exhaust Fan	OK	N/A		
Sink/Faucets	OK	N/A		
Vanity/Cabinets	OK	N/A		
Tub/Shower	OK	N/A		
Commode	OK	N/A		
Mirror	OK	N/A		
Towel racks	OK	N/A		
Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Windows/Blinds	OK	N/A		
Closet	OK	N/A		

Lights/Switches	OK	N/A		
Exhaust Fan	OK	N/A		
Sink/Faucets	OK	N/A		
Vanity/Cabinets	OK	N/A		
Tub/Shower	OK	N/A		
Commode	OK	N/A		
Mirror	OK	N/A		
Towel racks	OK	N/A		
Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Windows/Blinds	OK	N/A		
Closet	OK	N/A		
Lights/Switches	OK	N/A		
Exhaust Fan	OK	N/A		
Sink/Faucets	OK	N/A		
Vanity/Cabinets	OK	N/A		
Tub/Shower	OK	N/A		
Commode	OK	N/A		
Mirror	OK	N/A		
Towel racks	OK	N/A		
Flooring	OK	N/A		
Walls/Ceiling	OK	N/A		
Windows/Blinds	OK	N/A		
Closet	OK	N/A		
Lights/Switches	OK	N/A		
Exhaust Fan	OK	N/A		

Garage Doors	OK	N/A		
Openers/Remotes	OK	N/A		
Windows	OK	N/A		
Walls/Ceilings	OK	N/A		
Floor	OK	N/A		
Driveway	OK	N/A		
Stairway	OK	N/A		
Floors/Walls	OK	N/A		
Windows/Blinds	OK	N/A		
Furnace/AC	OK	N/A		
Water Heater	OK	N/A		

Breaker/Fuse box	OK	N/A		
Dehumidifier	OK	N/A		
Smoke Detectors	OK	N/A		
Alarm System	OK	N/A		
Intercom	OK	N/A		
Satellite Dish	OK	N/A		
Sprinkler System	OK	N/A		

NOTE TO TENANT: GEORGIA LAW REQUIRES THAT YOU ACKNOWLEDGE THE CORRECTNESS OF THE MOVE IN AND MOVE OUT INSPECTION REPORTS BY SIGNING SAME; OR, IF YOU DISAGREE, BY FILING A PROPERLY SIGNED WRITTEN STATEMENT OF DISSENT SETTING FORTH SPECIFICALLY THOSE ITEMS WITH WHICH YOU DISAGREE WITHIN THREE (3) BANKING DAYS.

MOVE-IN INSPECTION: Tenant accepts responsibility for the above described residence “AS IS” with the conditions and notations described above. Tenant shall be responsible for maintaining the residence in its present condition. Any damage beyond normal wear and tear, will be the responsibility of Tenant.

Tenant:

Date: _____

ALAN BECK-DEBLASI

Landlord:

CITY OF DUNWOODY, GEORGIA

By: Mayor Lynn Deutsche

MOVE OUT INSPECTION: Today's inspection notes any damage beyond normal wear and tear and determines any charges to be assessed against the Tenant.

Tenant:

_____ **ALAN BECK-DEBLASI**

Date: _____

Landlord:

CITY OF DUNWOODY, GEORGIA

By: Mayor Lynn Deutsche

PET AGREEMENT

ADDENDUM TO LEASE AGREEMENT

This will serve as an Addendum to the Lease Agreement dated _____, between CITY OF DUNWOODY, GEORGIA Landlord”, and **Alan Beck-Deblasi** “Resident”, regarding the property located at 4819 Vermack Road, Dunwoody, GA 30338.

1) Resident is authorized by the Landlord to keep a pet, described as:

Type: _____ Size: _____ Color: _____

Pet’s Name: _____

Landlord has the absolute sole right to refuse certain breeds. All dogs will be subject to pet interviews for approval.

Landlord does not allow the following dog breeds: Pit Bulls, Rottweilers, Doberman Pinschers, Chow Chows, or similar breeds and mixes, as solely determined by Landlord.

Landlord accepts domestic cats and dogs only upon prior consent from Landlord after interview with Resident. Dogs over twenty-five (25) lbs will be subject to Landlord prior written approval.

Any pet must be licensed in accordance with any applicable state or local laws or regulations.

Pet dogs and cats must be spayed or neutered. The front paws of a pet cat must be declawed. A written statement from a veterinarian must be provided to verify all such requirements.

The pet must have current inoculations and Resident shall submit records of inoculation upon Landlord’s request.

2) The Resident agrees to pay the Landlord a one-time non-refundable Pet Fee of \$_____ (_____ Hundred and 00/100 Dollars) and a monthly Pet Fee of \$0, both as additional Rent.

Tenant agrees to pay the one time pet fee mentioned above for property damages, cleaning, deodorization, flea extermination costs, replacement, and / or personal injuries as herein further specified. However, in addition thereto, Resident will be strictly liable for the entire amount of any damages, injuries, claims, expenses, or judgments against to the person or property of Landlord and/or others caused by such pet. Resident is strongly encouraged to obtain and maintain liability insurance upon signing this lease. If the cost(s) to restore the Apartment Unit due to the pet exceeds the amount listed above then Tenant agrees to pay the additional cost(s).

The Pet Deposit under this Pet Agreement is not a limit of Resident’s liability and Landlord retains all rights and remedies at law and/or equity in Landlord’s sole discretion to pursue. All remedies are cumulative to Landlord.

3) Resident agrees to comply with:

A. The terms and conditions set forth herein;

B. All applicable governmental laws and regulations, such as, but not limited to, licensing, inoculations, etc.;

C. Such rules and regulations as may be reasonably adopted from time to time by Landlord.

4) Resident represents, guarantees and warrants the pet is housebroken and / or litter trained and shall not permit the pet to cause any damage, discomfort, annoyance, nuisance or in any other way to inconvenience or cause complaints from any other Resident(s) or to Landlord.

If, in Landlord's sole opinion and judgment, the pet has disturbed or is disturbing other Residents, and/or has caused or is causing damage to the property or property within the community, Resident agrees to permanently remove the pet from the apartment and the apartment community within ten (10) days written notice from Landlord.

5) Landlord has the right to inspect an apartment for a pet and / or possible damages incurred by the pet within a twenty-four (24) hour notice.

6) Both dogs and cats must be appropriately and effectively restrained and under the control of an individual unless within the property or within the fence. No pets are permitted to walk in the community unrestrained.

Pets may not be left unattended or tied to trees, balconies, patios or anywhere on the property. Pets may also not be allowed to run loose outside of the fence on the property.

7) Pet waste shall not be allowed to accumulate on the premises. Pet owners are responsible for removing and properly disposing of pet waste.

8) Violation of the above terms will be considered a breach of the Lease Agreement which may result in removing the pet from the apartment and apartment community and / or termination of the Lease Agreement.

Tenant:

Alan Beck-Deblasi Date: _____

Landlord:

CITY OF DUNWOODY, GEORGIA

By: Mayor Lynn Deutsche Date: _____