ATLANTA PEACH
Management & Realty

SPECIAL STIPULATIONS

Georgia Association of REALTORS®

2011 Printing

Property Address:

_____

_____, **Georgia** _____.

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

(Special Stips. Continue Page #2)

2. Broker's court appearances on behalf of owner shall be billed to tenant at a rate of $125 per court appearance/ Administrative fee, provided in the lease agreement.

3. Visits to the property to file police or insurance reports may be billed to owner at a rate of $50 per site visit.

4. Broker shall disburse funds due to Owner on the 10th and 25th day of the month, or the next business day thereafter if these days are not banking days. Owner agrees to receive all Owner funds from Broker by ACH direct deposit. Owner understands that deposits sent via Broker's ACH service take a minimum of 2 to 3 business days to post in Owner's bank acount. Owner agrees to furnish Broker a voided check from the account into which Broker will deposit Owner funds.

5. Owner understands and agrees that Broker may receive and disburse trust funds including rents, security deposits and owner funds via electronic fund transfers such as ACH.

6. Owner agrees to receive all notice, correspondence and reports, including monthly financial reports and any receipts or invoices, as email and PDF attachments rather than hard-copy records sent by U.S. Postal Mail. Owner agrees to furnish Broker an email address to use for this purpose.

7. Modification of This Agreement: Broker may change the terms of this Agreement by giving sixty (60) days written notice to Owner. If Owner objects to the terms changed under this clause, owner shall have the right to terminate this Agreement without penalty within the sixty (60) day notice period.

8. Smoke detectors: Owner authorizes Broker to install one battery-operated smoke alarm on each level of the property, including the basement level, where smoke detectors are missing or defective.

9. Carbon monoxide detectors: If fossil fuels are used for heating or cooking at the property, Owner authorizes Broker to install one carbon monoxide detector on each level of the property, including the basement level, where carbon monoxide detectors are missing or defective. All-electric homes are exempt from this requirement.

10. Fire Extinguishers: Owner authorizes Broker to install a working fire extinguisher under the kitchen sink of each property (if not already installed), and to re-charge the fire extinguisher annually.

11. Owner agrees that all exterior locks for the rental property be re-keyed so that all doors may be operated by a single key unless one key already operates all exterior locks. Additionally, to ensure the tenants' security and limit liability to the Owner, Owner agrees that Broker will change all exterior locks each time a new tenant takes possession of said Property.

12. If the Property is in a HOA, Owner agrees to furnish Broker an electronic copy of the HOA covenants in PDF format to info@atlantapeachhomes.com.

(Special Stipulations are contiuned on an additional page)

Selling/Leasing Broker's Initials: _____ Buyer's/Tenants Initials: _____/_____
(or Broker's Affiliated Licensee)

Listing Broker's Initials: _____ Seller's/Landlord's Initials: _____/_____
(or Broker's Affiliated Licensee)

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