



SAMPLE

OCCUPANT ADDENDUM

Unless expressly stated in this Occupant Addendum, Occupant(s) and its guest must abide by the terms of the Master Lease.

1. PARTIES:

The parties to this lease are:

Lessee: **GFR Capital Ventures, Inc
d/b/a CoSign My Lease** ; and

Occupant(s): **Tommy Westfield**

2. OCCUPIED PREMISES:

A. Lessee leases to Occupant(s) the following described real property, known as the “occupied premises,” along with all its improvements:

Community Name (If applicable)	Westchase Downtown _____
Address	1421 Tennessee St _____
Unit Number (If applicable)	12A _____
City, State, Zip Code	Atlanta, GA 30321 _____

B. “Master lease” means the written lease dated **August 14, 2011 to July 31, 2012**, (Lease Term) under which Lessee leases the occupied premises from **Westchase Downtown** (Landlord), a copy of which is attached to this Occupant Addendum and incorporated by reference.

3. RENT AND EXPENSES:

A. Monthly Rent: You will pay **\$685.75** per month for rent, in advance and without demand by ACH from your checking account. Rent is due on the 1st day of the month.

B. First Full Month’s Rent: Occupant will pay the first full monthly rent on or before **September 1, 2011** (Date).

C. Prorated Rent: If this occupancy begins on a day other than the first day of a month, Occupant will pay Lessee, as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the date this sublease begins to the first day of the following month divided by the number of days in the month in which this sublease begins. Occupant will pay the prorated rent on or before the date this sublease begins.

D. Additional Expense: In addition to the monthly rent and prorated rent, Occupant(s) will pay a one time processing fee of **\$199.00** payable to CoSign My Lease prior to occupancy.

E. Place of Payment: Except when this Occupant Addendum provides otherwise, Occupant will remit all amounts due under this addendum to the following person at the place stated:

Name: CoSign My Lease

Address: ACH only

F. Method of Payment: Occupant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this sublease.

G. Late Charges: If rent is not actually received by the person designated to receive the rent at the place of payment within 3 days after the date it is due, Occupant will pay a late charge equal to the amount of the late charge stated in the master lease. Acceptance of a late charge does not waive Lessee's right to exercise its remedies under Paragraph 9.

H. Returned Checks: For each check that Occupant tenders and is returned by the institution on which it is drawn for any reason, Occupant will pay: (1) any late charges until payment is made in full; and (2) an amount equal to the charge in the master lease for a returned check.

4. SECURITY DEPOSIT:

A. Upon execution of this addendum, Occupant will pay **\$100.00** to Landlord as a security deposit.

B. Lessee may apply the security deposit to any amounts owed by Occupant under this addendum. If Lessee applies any part of the security deposit during any time this addendum is in effect to amounts owed by Occupant, Occupant must, within 5 days after receipt of notice from Lessee, restore the security deposit to the amount stated.

C. Return of security deposits are in accordance with the Master Lease.

5. UTILITIES, MAINTENANCE, AND REPAIRS:

A. Occupant will pay for all amounts that Lessee is obligated to pay under the master lease for utilities, connection charges, maintenance of the subleased premises, and repairs to the subleased premises except as stated in the Master Lease. Occupant will remit the amounts due under this paragraph to the persons who are to be paid for such services under the master lease.

B. If any condition needing repair or maintenance is the Landlord's obligation under the master lease:

(1) Occupant will notify Lessee of the condition and Occupant will then notify Landlord as provided in the master lease.

(2) Occupant will notify the Landlord of the condition and provide a copy of the notice to Lessee.

6. INSURANCE:

A. During all times the Master Lease is in effect, Occupant must, if required by the community or the landlord, at Occupant's expense, maintain in full force and effect insurance policies that are equivalent or exceeds in coverage and amounts to the insurance policies that Lessee is or is not required to maintain under the master lease. The Occupant is required to carry Renter's insurance for the duration the Master Lease is in effect.

B. The insurance policies under this Paragraph 6 must name Lessee and Landlord as additional insureds. Occupant must provide Lessee with a copy of the insurance certificates evidencing the required coverage before the date this master lease begins but no later than 5 days after occupancy. Failure to provide adequate insurance will result in the default of this addendum.

C. Occupant must promptly notify Landlord and Lessee of any casualty loss.

7. MOVE-IN CONDITION:

Occupant has inspected the premises and accepts it in its present (“as-is”) condition unless expressly noted otherwise in this addendum.

8. INDEMNITY:

Each party will indemnify and hold the other party harmless from any damage or liability caused by the non-indemnifying party or that party’s employees, patrons, guests, or invitees, including but not limited to damage to the subleased premises, damage to the project in which the leased premises are located, personal injury, or any other loss.

9. DEFAULT:

A. Default by Occupant:

(1) Occupant will be in default of this addendum if Occupant:

- (a) fails to pay rent at the place designated for payment by the time required;
- (b) substantially vacates or abandons the occupied premises;
- (c) causes Lessee to be in default of the master lease;
- (d) fails to maintain adequate renter’s insurance; or
- (e) fails to comply with any provision in this addendum and fails to cure the non-compliance within 5 days after Lessee notifies Occupant of its failure to comply.

(2) If Occupant is in default Lessee may, with at least 3 days written notice to Occupant: (i) terminate this addendum, or (ii) terminate Occupant’s right to occupy the premises without terminating the master lease and may accelerate all rents which are payable during the remainder of this addendum. Lessee will attempt to mitigate any damage or loss caused by Occupant’s breach by using commercially reasonable means and Occupant will be liable for Lessee’s damages, including but not limited to, lost rent, reletting expenses, repairs, cleaning costs, eviction costs, collection costs, attorney’s fees, court costs, and prejudgment interest.

(3) If Occupant is in default under Paragraph 9A(1)(c), Lessee may, in addition to or as an alternative to the remedy under Paragraph 9A(2), perform whatever action is required to be performed under the master lease and Occupant must, upon demand, reimburse Lessee the expenses it incurs in bringing Occupant into compliance.

10. CONTRACTUAL LIEN AND SECURITY INTEREST:

To secure Occupant’s performance under this sublease, Occupant grants to Sublessor a lien and security interest against all of Sublessor’s nonexempt personal property that is in the subleased premises or project in which the subleased premises are located. This sublease is a security agreement for the purposes of the Uniform Commercial Code. Occupant may file a financing statement to perfect Occupant’s security interest under the Uniform Commercial Code.

11. SUBORDINATION:

This addendum and Occupant’s interest are and will be subject, subordinate, and inferior to the master lease and all items to which the master lease is subordinate.

12. REPRESENTATIONS:

A. Each party signing this addendum represents that he or she is of legal age to enter into a binding contract and is authorized to sign this addendum.

B. If Occupant makes any misrepresentation in this addendum or in any application for rental, Occupant is in default.

C. Lessee is not aware of any condition on the occupied premises that would affect the health and safety of an ordinary person.

13. ADDENDA:

Incorporated into this addendum are:

- A. the master lease; and
- B. ACH Agreement

14. NOTICES:

All notices under this sublease must be in writing and are effective when hand-delivered, sent by mail, email, or sent by facsimile transmission to:

Lessee at: CoSign My Lease
 4747 Research Forest Dr
 Suite 180-408
 The Woodlands, TX 77381
 O: 866-736-8512 F: 866-726-2481 E: info@CoSignMyLease.com

15. Occupant Contact Information:

All occupants 18 years of age and older must complete this section. Occupant is to notify Lessee of any changes to their contact information. Notification may be in any form as stated in Paragraph 14.

Name	Phone Number	Email Address
Tommy Westfield	707-524-1245	<u>Twest@ymail.com</u>

16. SPECIAL PROVISIONS:

17. AGREEMENT OF PARTIES:

This addendum contains the entire agreement between Lessee and Occupant and may not be changed except by written agreement.

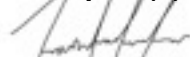
CoSign My Lease

By (signature):

Jonathan H. Coleman

Printed Name:

Occupant(s):



By (signature):

Tommy Westfield

Printed Name:

By (signature):

Printed Name