



RESIDENTIAL LEASE AGREEMENT



This agreement made this _____ day of _____, 20____ is between Tri-City Realty Services, Inc. (hereinafter called "Management") and _____ (hereinafter called "Resident").

Management leases to Resident, and Resident leases from Management, all that tract of land lying and being in Land Lot _____ of the _____ District _____ Section of _____ County, Georgia and being known as:

Address _____, City _____, Zip Code _____, according to the present system of numbering in and around this area, being more particularly described as Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ subdivision, as recorded in Plat Book _____, page _____, _____ County, Georgia records together with all lighting fixtures, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all the improvements thereon; and all appurtenances thereto, all being hereinafter collectively referred to as the "Property." The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the county in which the Property is located and is made a part of this agreement by reference.

TERM:

The initial term of this lease shall begin on the _____ day of _____, 20____ (commencement date) and shall run through the end of the _____ day of _____, 20____.

POSSESSION:

If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages of delay in possession.

RENT:

Rent is payable monthly in advance at a rate of _____ Dollars (\$ _____) per month, during the term of this agreement on the **first** day of each month at the office of Management or at such other place that Management may designate. Mailing the rent does not constitute payment. It must be received at the office of Management to be considered paid. If occupancy begins on the 2nd day through the last day of any month, prorated rent, based on the days of occupancy, shall be paid at the time of leasing the Property. Payment must be in the form of a check or money order. **CASH PAYMENTS nor THIRD PARTY CHECKS WILL BE ACCEPTED.**

LATE CHARGE:

Time is of the essence of this agreement. **If Management elects to accept rent after the first (1st) day of the month, a late charge of ten percent (10%) of the monthly rent will be due.** If Rent remains unpaid on the 5th day of any month, a Dispossessory Warrant may be filed for possession of the Premises at an additional charge to the Resident. If the bank returns a check unpaid, an additional charge of \$50.00 will be due to cover the expense of processing. **THIS PARAGRAPH IS STRICTLY ENFORCED.**

OTHER CHARGES:

Resident shall pay an Administrative Fee of \$35.00 for any Lease Amendment required by the Resident. Resident shall pay a processing fee of \$75.00 at the time of any renewal or extension of this Lease Agreement.

SECURITY DEPOSIT:

Management acknowledges receipt of _____ Dollars (\$ _____) as security for Resident's fulfillment of the conditions of this agreement. Deposit to be placed in Management's escrow account #300098050 at Bank of North Georgia in Fayetteville, Georgia. Interest earned from said account to accrue to Management. Deposit (less \$ _____ turn-over fee and non-refundable pet fee) will be returned to Resident within thirty (30) days after Property is vacated if:

- (a.) Lease term has expired or agreement has been terminated by both parties; **and**
- (b.) All monies due to Management by Resident have been paid; **and**
- (c.) Resident returns all keys and provides a forwarding address to Management; **and**
- (d.) Property is cleaned and debris and all personal belongings have been removed; **and**
- (e.) Property is not damaged and is left in its original condition, normal wear and tear excepted.

Deposit may be applied by Management to satisfy all or part of Resident's obligations (including Resident's obligations under the Rules and Regulations of this lease) and such act shall not prevent Management from claiming damages in excess of the deposit. Resident may not apply the deposit to any rent payment without approval of Management.

Management shall reasonably interpret the Lease to ensure that the Security Deposit is properly disbursed. If there is a bona fide dispute over the Security Deposit, Management may, at its election, after notice to the parties having an interest in the Security Deposit, interplead the funds into a court of competent jurisdiction. Management shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorney's fees actually incurred.

MOVE-IN/MOVE-OUT INSPECTION:

Prior to occupancy, Resident will be given the right to inspect the Property to document its existing condition, in accordance with Georgia law, and shall note in writing on the Move-in/Move-out Inspection Form any existing damages to the Property. Resident is encouraged to report every condition on or about the Property at the time of move-in no matter how slight to establish the condition of the Property. Photos may be taken by the Landlord prior to Resident's occupancy. Landlord and Resident agree that the photos coupled with the move-in inspection shall establish the condition of the Property upon move-in in the event of any subsequent dispute. By their signatures to this Lease, each person entitled to occupy the Property pursuant to this Lease agrees to be and hereby is bound by the inspection performed by the Resident(s) who actually signs the Move-in or Move-out Inspection Form. Within three (3) business days after the date of the termination of Resident's occupancy, Landlord or Management will inspect the Property and compile a comprehensive list of any damages done to the Property during Resident's occupancy. Resident shall have the right to inspect the Property within five (5) business days after termination of Resident's occupancy to ascertain the accuracy of the list. Landlord or Management and Resident shall sign the list. Resident must sign said list or sign a written statement listing the items to which he dissents.

Management shall deliver the Move-Out Statement, along with the balance, if any, of the Security Deposit, to the last known address of the Resident via first class mail. If the letter containing the payment is returned to Management undelivered and Management is unable to locate the Resident, the payment shall become the property of Management 90 days after the date the payment was mailed.

RENEWAL TERM:

No month-to-month extensions of this Lease will be allowed. A lease renewal may be negotiated sixty (60) days prior to the end of this agreement. Absence of an executed renewal, prior to the end of this term, shall be taken as notification that the premises will be vacated by the end of this Lease. If Resident remains in possession of the premises past the expiration date, without a signed Lease, there shall be an automatic fifty-percent (50%) increase in the monthly rent.

EARLY TERMINATION:

Resident may terminate this agreement, prior to the expiration date, by:

- (a.) Giving Management not less than forty-five (45) days written notice, **plus**
- (b.) Paying all monies due through date of termination, **plus**
- (c.) Paying an amount equal to one month's rent, **plus** _____ (Resident initial)
- (d.) Returning Property in a clean, ready-to-rent condition, **plus**
- (e.) Paying an administrative fee in relation to the number of months remaining on the lease; \$50 for 1 month through 3 months, \$100 for 4 months through 6 months, and \$150 for 7 months through 11 months.

Resident expressly acknowledges that the additional one month's rent (c) and the administrative fee (e) are due at the time written notice is tendered to Management and that any costs incurred by Management in restoring the property to a clean and ready-to-rent condition (except only damages existing prior to Resident's occupancy which are noted on the move-in inspection report) shall be deducted from Resident's security deposit.

SUB-LET:

Resident may not sub-let Property or assign this lease without written consent of Management.

AGENCY:

Tri-City Realty Services, Inc. is authorized to manage the Property and is the agent for service of notice under this Agreement. Address for Notice is 101 Devant Street, Suite 305, Fayetteville, Georgia 30214. Management is a licensed real estate broker acting as agent for the Landlord in this lease transaction and for which agency services Management will be paid by the Landlord.

FIRE:

If Property is made uninhabitable by fire not the fault of Resident, this agreement shall be terminated.

HOLD OVER:

Resident shall deliver possession of Property in good order and repair to Management upon termination or expiration of this agreement. Delivery of possession shall include return of keys to Management.

RIGHT OF ACCESS:

Management shall have the right of access to Property for inspection and maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property. During the last 60 days of occupancy, Management may install a lock-box and sign and show the Property during reasonable hours. Management will attempt to notify Resident, but has no obligation to do so. In the event Management installs a lockbox, Resident agrees to use prudent judgment in securing jewelry and other valuables and agrees to hold Management 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.

USE:

The Property shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to lease. Property shall be used so as to comply with all state, county and municipal laws and ordinances. Resident shall not use Property or permit it to be used for any disorderly or unlawful purpose.

PROPERTY LOSS:

Management shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's negligence. **Resident should obtain tenant insurance to protect household goods and personal effects, as well as liability insurance.**

PETS:

- a. No animals, birds or pets of any kind shall be permitted in Property without written consent of Management.
- b. If pets are permitted, Resident shall pay a non-refundable pet fee of \$ _____ upon execution of this agreement and Management herein gives consent for _____.

INDEMNIFICATION:

Resident releases Management from liability for and agrees to indemnify Management against all losses incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about Property to Resident's invitees or licensees or such person's property; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against Property as a result of Resident's action.

FAILURE OF MANAGEMENT TO ACT:

Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

REMEDIES CUMULATIVE:

All remedies under this agreement of by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident, Resident shall pay to Management all expenses incurred in connection therewith including but not limited to dispossessory fees of 15% of the delinquent amount.

NOTICES:

Any notice required by this agreement shall be in writing and shall be deemed to be given if delivered (1) in person or (2) mailed by registered or certified mail or (3) by facsimile transmission (FAX). If the term "Resident" includes more than one person, such notice shall be conclusively deemed to have been given to all such persons when such notice is given to any one of such persons.

REPAIRS:

Resident acknowledges that he has inspected the Property and accepts the condition as is. Management will make necessary repairs to Property with reasonable promptness after receipt of written notice from Resident **for major deficiencies, which create unsafe or untenable condition.** Major repairs shall include: electrical, plumbing, heating, cooling, built-in appliances or structural defects.

Resident shall make or cause to be made all incidental repairs other than above, including but not limited to: replacement of batteries in smoke alarms, garage door controls and other household devices, changing light bulbs, resetting circuit breakers and ground fault interrupter (GFI) switches, lighting pilot lights and clearing clogged/jammed garbage disposals. If a service call is made by an outside contractor for assistance with minor maintenance, Resident agrees to pay the cost of said service call. Resident shall be responsible for any damage to pipes or premises caused by freezing pipes due to Resident's negligence.

If any damage, beyond normal wear and tear, is caused by Resident or his guest or licensees, Resident agrees to pay Management the cost of repair with the next rental payment. Resident may not paint, alter, remodel or structurally change Property or remove any fixture therein without written authority from Management.

Management shall respond to an emergency maintenance request as soon as possible. For the purposes of this Lease Agreement, emergency maintenance is defined as fire, flood and uncontrollable water, backed up sewer or electrical problem endangering life. Tenant is directed to call 911 for emergencies causing immediate danger.

LEAD-BASED PAINT – Dwellings Built Prior to 1978:

For any dwelling located on the 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.

NOTICE OF PRIOR FLOODING OF PREMISES:

Landlord hereby notifies Tenant as follows: Some portion or all of the living space on the Property has _____ or has not _____ been flooded at least three (3) times within the last five (5) years immediately preceding the execution of this Lease.

ABANDONMENT:

If Resident removes or attempts to remove property from the Property other than in the usual course of continuing occupancy, without having first paid Management all monies due, Property may be considered abandoned and Management shall have the right, without notice, to store or dispose of any property left on the Property by Resident. Management shall also have the right to store or dispose of any Resident's property remaining on the Property after the termination of this agreement. Any such property shall be considered Management's property and title thereto shall vest in Management.

MORTGAGEES RIGHTS:

Resident's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt, which is now or shall hereafter be placed on Property. If requested, Resident shall execute promptly any certificate that Management may request to specifically implement this paragraph.

UTILITIES:

As of commencement date of this Lease Agreement, Resident will be responsible for payment of all utilities to include garbage, water, and sewage charge, electricity, and gas, even if the bills remain in the Landlord's name. **Resident agrees to continue utilities for three days after Lease Termination Date.**

RULES AND REGULATIONS:

- (a.) The Resident agrees to maintain the Property in as good state as he finds it, reasonable wear and tear excepted. GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.
- (b.) Resident shall keep the lawn mowed, edged, watered and free of weeds, shrubs trimmed and watered, drains clear, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and Fall leaf season), gutters cleaned out, and shall keep the Property, including yard, lot, grounds, house, walkways and driveway clean and free of rubbish.
- (c.) Resident shall be responsible for maintaining batteries in working order in smoke alarms but shall notify Management should smoke alarms need repair other than batteries.
- (d.) Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors of Property without written permission of Management.
- (e.) Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by Management at the expense of Resident owning same, for storage or public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management thereafter.
- (f.) Storage: No goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Resident's risk and management shall not be responsible for any loss or damage.
- (g.) Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.
- (h.) Resident accepts responsibility for properly operating the heating and air systems, including but not limited to pilot lights and filters. Resident shall change the HVAC filters monthly.
- (i.) Resident agrees to abide by any and all protective covenants or other regulations as set forth by the subdivision or condominium association of the community. Resident will be responsible for any fine imposed by the community as a result of the Resident's violation.
- (j.) Pest Control: All treatment for insects including but not limited to ants, roaches, and spiders shall be the responsibility of the Resident. Management shall be responsible for termite treatment and rodent control.
- (k.) Smoking is not permitted inside the property.

ENTIRE AGREEMENT:

This agreement and any attached addenda constitute the entire agreement between the parties and no oral statement shall be binding.

SPECIAL STIPULATIONS:

The following special stipulations shall control in the event of conflict with any of the foregoing:

This Agreement is hereby accepted on this _____ day of _____, 20_____.

RESERVATION DEPOSIT:

Acceptance of this fee does not constitute consideration for the lease and the offer to lease is not binding until approval in writing. If applicant is approved, the reservation fee, except for the non-refundable application fee, will be converted to the security deposit upon completion of the lease, execution of the move-in inspection, and possession of the Property. If applicant withdraws his application prior to approval or is not approved, the reservation fee will be refunded except for the non-refundable application fee. If applicant is approved and does not take possession, the reservation fee shall be forfeited in full settlement of damages and the applicant will not be liable for further rent.

Reservation Deposit \$ _____

Non-Refundable Application Fee \$ _____

We acknowledge that we are each jointly and severally responsible for performance of all covenants, terms and conditions of this lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized the day and year first above written.

RESIDENT _____

TRI-CITY REALTY SERVICES, INC.

RESIDENT _____

By _____
Authorized Officer

Rent must be PAYABLE TO and RECEIVED BY 1ST DAY OF EACH MONTH at:
TRI-CITY REALTY SERVICES, INC. 101 Devant Street • Suite 305 • Fayetteville, GA 30214 • 770-461-3525
EQUAL HOUSING OPPORTUNITY



RESIDENTIAL LEASE AGREEMENT



SPECIAL STIPULATIONS

Exhibit _____

This exhibit is part of the Residential Lease agreement with a date of _____, 20____

for the lease of real property located at:

_____, _____, GA _____

In the event of conflict with any provisions in the Lease, the following special stipulation(s) shall control:

(Resident initial)

(Resident initial)

(Landlord initial)