

Tri-City Realty Services, Inc.

101 Devant Street • Suite 305 • Fayetteville, GA 30214
(770) 461-3525



1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This agreement dated <<Lease Creation Date>> is between Tri-City Realty Services, Inc. (hereinafter called "Management") and <<Tenants (Financially Responsible)>> (hereinafter called "Resident") and

<<Other Occupant(s)>> (hereinafter called "Tenant(s)).

Management leases to Resident, and Resident leases from Management, the Property being known as:

<<Property Address>>

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.

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

1.2 LEASE DURATION

TERM:

The initial term of this lease shall begin on the <<Move-in Date>> (commencement date) and shall run through the end of the <<Lease End Date>>.

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.

1.3 RENTS AND CHARGES

Rent is payable monthly in advance at a rate of (<<Monthly Rent>>) 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 on the first day of the first full month of the Lease Agreement. Payment must be made online, or in the form of a check or money order. **CASH PAYMENTS and THIRD PARTY CHECKS WILL NOT BE ACCEPTED.**

ALL RENT PAYMENTS WILL BE APPLIED TO THE OLDEST OUTSTANDING CHARGES.

LATE CHARGE:

Time is of the essence of this agreement. *If Management elects to accept rent after the first (1st) day of the month, an additional rent amount 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. All late payments must be paid in the form of cashier's check, certified check or money order. **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 \$100.00 at the time of any renewal or extension of this Lease Agreement.

1.4 SECURITY DEPOSIT

SECURITY DEPOSIT:

Resident shall pay to Management <<Security Deposit Charges>> as security for Resident's fulfillment of the conditions of this agreement. This amount is due and payable after the Move-in inspection has been completed and before possession is delivered to the Resident. 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 \$<<One-time Charges>> turn-over fee will be returned to Resident within thirty (30) days after Property is vacated if:

Lease term has expired or agreement has been terminated by both parties; *and*

All monies due to Management by Resident have been paid; *and*

Resident returns all keys and provides a forwarding address to Management; *and*

Property is cleaned and debris and all personal belongings have been removed; *and*

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.

1.5 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.*

1.6 RESERVATION FEE

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 first month's rent upon completion of the lease. 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 FEE \$__<<Monthly Rent>>_

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Policies and Procedures

2.1 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 the Lease Agreement, 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. Resident is required to schedule an appointment to meet a Management representative at the Property to perform a move-in inspection.

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.

2.2 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.

2.3 EARLY TERMINATION

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

Giving Management not less than forty-five (45) days written notice, *plus*

Paying all monies due through date of termination, *plus*

Paying an amount equal to one month's rent, *plus*

Returning Property in a clean, ready-to-rent condition, *plus*

Paying an administrative fee of \$100.00.

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.

2.4 PETS

No animals, birds or pets of any kind shall be permitted in Property without written consent of Management.

If pets are permitted, Resident shall pay a non-refundable pet fee of \$250.00 per pet to be included with the first rent payment and Management herein gives consent for <<Pet Information>>.

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the Property as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

3.2 REPAIRS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law

and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

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.

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.

3.3 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

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 estimate of Landlord's damages rather than a penalty.

3.4 MOVE-OUT

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the Property; determine any security deposit deductions; and remove property left in the Property. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

Charges

You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Deposit Refund

We will mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

3.5 RULES AND REGULATIONS

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.

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), and shall keep the Property, including yard, lot, grounds, house, walkways and driveway clean and free of rubbish.

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.

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.

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.

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.

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.

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 quarterly.

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.

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.

Smoking is not permitted inside the property.

3.6 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.*

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. General Clauses

4.1 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. Georgia Real Estate License H3595. Broker Cindy Rampley - Georgia Real Estate License 36099.

4.2 LEAD-BASED PAINT

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.

4.3 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.

4.4 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

4.5 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 dispossessionary fees of 15% of the delinquent amount.

4.6 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) or (4) electronically. 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.

4.7 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.

4.8 MORTGAGEE 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.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed