

Georgia Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between

Heather Campagna (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the manager of certain real property being, lying and situated in Gwinnett County, Georgia, such real property having a street address of _____

_____ (hereinafter referred to as the "Premises"). **WHEREAS**, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and **WHEREAS**, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1) **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above-described Premises together with any and all appurtenances thereto, for a term of **twelve months (one year)** such term beginning on _____, and ending at 5 o'clock PM on _____.
- 2) **RENT.** The total rent for the term hereof is the sum of _____ DOLLARS (\$ _____) payable on the 1st day of each month of the term, in equal installments of _____ DOLLARS (\$ _____), first installment to be paid upon the due execution of this Agreement, the second installment to be paid on the first of _____. All such payments shall be made to Landlord as set forth in this Agreement on or before the due date and without demand. Rent be deposited into a general account or the trust account. All funds received will be applied to the oldest outstanding balance.
- 3) **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of _____ DOLLARS (\$ _____) receipt of _____ Once earnest money/deposit becomes a security deposit it is to be held in an escrow/trust account at Wachovia Bank Account 2000033083380 and may or may not gain interest. Neither Landlord nor broker shall be liable for any damages of Tenant resulting from the failure or bankruptcy of any financial institution into which the security deposit is placed.
- 4) **RETURN OF SECURITY DEPOSIT:** The balance of the Security Deposit without interest shall be returned to Tenant by Holder within 30 (thirty) 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; If premises is abandoned or lease is terminated early by tenant's breach a early termination fee equal to two months rent will apply plus damages caused by breach including rents due and cleaning/making unit ready fees. (2) Tenant has given a 30 day written notice to vacate; Tenant agrees to provide Owner/Agent with the address of his new residence and include it in the Notice of Intention to Vacate form. (3) no damage has been done to the Property or its contents, except for normal wear and tear; (4) the entire Property is clean and free of dirt, trash and debris; (5) all rent, additional rent, fees and charges have been paid in full; (6) there are no holes and scratches on walls or cabinets other than normal wear and tear; and (7) all apartment keys, keys to recreational or storage facilities, access cards and gate openers, if any, have been returned to Landlord. Tenant also agrees that endorsement of a security refund settlement check shall constitute full acceptance of settlement, agreement and waiver of any claims against owner/agent.
- 5) **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 caused by the negligence, carelessness, accident or abuse of Tenant, Tenant's household 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; and/or (5) late fees and any other unpaid fees and charges referenced herein; (6) a fee of \$ _____ to rekey the locks either at the request of Tenant or upon the termination of the Lease.
- 6) **LATE PAYMENT.** In the event that any payment required to be paid by Tenant hereunder is not made by the 1st of each month, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, additional rent in the amount of _____ DOLLARS (\$ _____). Or if blank 5% of the monthly rental fee. Each day the rent is late past the 5th of the month there will be an additional \$15 charge. Late fees may cover additional administration expenses and are not likely to be waived as neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment. In the rare instance a late fee is waived, all waived late fees may be reinstated if tenant develops a pattern of lateness or if lease is untimely terminated. Fees are due within 7 days of request of payment in the form of added rent. Tenant agrees to further pay \$25 for each dishonored bank check. Tenant acknowledges that untimely payments may adversely affect credit rating.

- 7) **DISPOSSESSORY FEE.** Notwithstanding anything to the contrary contained herein, if Tenant owes any outstanding, additional rent and other fees and charges as of the 3rd 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, all court cost and filing fees will be assessed to Tenant. Attorney fees will be additional, plus an administrative fee of \$300 per dispossessory action.
- 8) **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Occupancy by guests staying over 7 days will be a violation of this provision. In the event any other people occupy and live in this rental, in any capacity, without Owner's written consent, it will constitute a breach of this lease, and the Owner at his sole option may terminate this lease. Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- 9) **MAINTENANCE, REPAIRS OR ALTERATIONS** 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. Tenant shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Once notice is given to vacate, Tenant agrees to keep the premises in "show condition". "Show condition" means as clean, orderly and undamaged as when received. Upon vacating, Tenant shall deliver premises vacant and clean. In the event the premises are returned in condition poor enough to prevent Owner from re-renting to a qualified new tenant, Tenant shall be responsible for rent lost as well as the cost of restoration of the rental to the condition it was at the commencement of this lease. Tenant shall be responsible for damages caused by his negligence and that of his family, invitees or guests.
- 10) **WINDOWS** Tenant is responsible for the cleaning and maintenance of the windows on the premises. If any window(s) or screen(s) become damaged or broken as a result or during the term of this tenancy, the Tenant will be responsible for repair(s). Tenant agrees not to install window unit air conditioners.
- 11) **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
- 12) **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
- 13) **PROPERTY LOSS.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be a Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant has been advised to obtain renter's insurance and shall be solely responsible to insure Tenant's personal property against loss or damage.
- 14) **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 15) **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Tenant agrees to allow utility companies to give information to the landlord regarding cancellations, overdue bills, forwarding addresses or other info landlord may require. Utilities are to remain in Tenants name until the moveout inspection or until all cleaning and repairs to property have been made. If utilities are disconnected the cost of reconnecting them with usage and admin fee of \$35 will be charged as rent.
- 16) **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - c) Not obstruct or cover the windows or doors;
 - d) Not leave windows or doors in an open position during any inclement weather;
 - e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord; - Locks may not be changed without Landlord's prior approval and landlord always retains a key. If all keys to premises are not returned when tenant vacates landlord may charge a rekey charge in the amount of \$20 per lock.
 - g) When temperatures drop to 35 degrees or below tenant must drip water faucets as to avoid bursting pipes from freezing water.
 - h) Tenant acknowledges that smoking is prohibited in this rental. No cigarette butts to be left outside.
 - i) Keep all air conditioning filters clean and free from dirt; this is to be completed once per month or as often as recommended by filter and unit manufacture.
 - j) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - k) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - l) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - m) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements; Garbage receptacle must remain in garage at all times per lease and HOA.
 - n) Tenant shall not have a waterbed on the premises
 - o) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto, which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them. Landscaping and or other requirements not meeting HOA is tenants responsibility to comply immediately and any fines assessed are borne by tenant. Landscaping includes trimming shrubs, eliminating weeds, refreshing mulch, keeping grass mowed at a minimum of once every two weeks during the growing season and mowed as needed during non-active seasons and removing rubbish.
 - p) 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 conditioning ducts located in the Premises.
 - q) Items such as trampolines, pools, basket goals, certain breeds of dogs, etc. are considered high risk and may compromise insurance agreements as well as HOA regulations. Such items are not allowed on premises.
 - r) Tenant is solely responsible for all pest, insect and rodent extermination/control on property. Pest, insects and rodents are known to cause health hazards and the Tenant's responsibility is to ensure that they are completely exterminated at all times. Further, it is common knowledge certain hazards can be related to many extermination procedures, it is the Tenant's responsibility to ensure that there is no threat/reaction to human or animal health.
 - s) If premises have a fireplace, Tenant agrees to exercise safety measures when it is in use. Tenants agree to assume responsibility for keeping the chimney clear of any buildup or obstructions during their tenancy.
 - t) Tenant(s) acknowledge that the dwelling is equipped with smoke detector(s), fire extinguisher(s). Tenant(s) agree to test these safety devices on a regular basis (2-3 times per month), and to report any problem with them immediately to owner. Tenant agrees to replace the battery for the smoke detector as necessary with a new alkaline battery.
 - u) Tenant is not to conduct nor allow any illegal nor unethical activities on the premise nor while occupying the residence. Such activity shall terminate the lease with tenant owing damages to landlord. Tenant shall hold landlord harmless from any and all such activity.
 - v) If Tenant causes or allows action/inaction as to cause landlord to incur expenses Tenant must repay landlord within 10 calendars of notice of such fee. Examples of such fees may include lawn maintenance, utilities, trash pickup, disposal of personal property, cleaning, real estate management fees, etc.
- 17) **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of

the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

- 18) **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. In the event notice to vacate has been given by the tenant, the Owner shall have tenant's authorization to show the premises at any and all reasonable times, regardless of whether the tenant is present or not. In the event a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord harmless of any loss thereof. For each occasion where the access rights described are denied, Tenant shall pay Landlord the sum of \$150 as liquidated damages, this represents a pre-estimate of damages and not a penalty.
- 19) **POSSESSION** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 30 days of the commencement of the term hereof. In the event this agreement is terminated by the tenant and/or the owner, any monies or realty commissions paid by tenant and/or owner shall be deemed damages against the party in default, not the real estate broker.
- 20) **INSURANCE** Tenant is responsible for liability/fire insurance coverage on premises. Tenant agrees to obtain and maintain a mandatory "Renter's Insurance" policy.
- 21) **TENANCY & SERVICE OF PROCESS** Every tenant who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other tenants and occupants of the premises and is both authorized and required to accept on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy.
- 22) **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
- 23) **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS (\$ _____) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by tenant and upon sixty (60) days by landlord.
- 24) **NOTICE TO VACATE.** Tenant must submit to landlord written notice of the intent to vacate. Landlord must receive this letter at a minimum 30 days before vacating. The rent may not be prorated for the last month. Tenant agrees to cooperate with Owner in the showing of the premises for sale or re-rental and agrees to make premises accessible and in "show condition" once notice is given to vacate. Once 30 day notice is given any holdover (days past 30) will be at triple rent.
- 25) **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in move in ready condition as it was at the commencement of this Agreement, reasonable use and wear and tear excepted. If the premises is not left in the above state the minimum cleaning fee is \$500 and may be increased based on the extent of the cleaning required based the condition of the premises. Cleaning includes the interior. Exterior, land, driveway etc will be accessed separately. Any personal items or trash left on the premises after tenant has reasonably left will be moved to the street at tenants expense. Each black trash bag of items will be a \$17.50 charge, each small non-baggable item will be charged at \$10, small furniture or larger items will be \$50 per item and other items will be charged on a case by case basis. If items must be hauled off and dumped additional fees will apply. Above fees only apply when trash collection company paid for by tenant picks up items at street otherwise additional.
- 26) **ANIMALS.** Tenant shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS (\$ _____), _____ DOLLARS (\$ _____) of which shall

- ~~be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.~~ Carpet cleaning (with pet package from professional company) and defleaing is responsibility of tenant and recommended every 6 months. Unauthorized pets are strictly prohibited and a fee equal to two (2) months rent will be accessed as a penalty per pet. Don't bring pets unauthorized pets into this home. Pet deposit covers pet dander, fur and hair removal only. If tenant allows pet to destroy any object by any means including examples such as chewing, scratching or soiling any item it will be replaced at tenants expense in addition to any deposit paid at move in.
- 27) **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
- 28) **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
- 29) **BANKRUPTCY** If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Owner may give Tenant 30 days written notice of the cancellation of the term of this lease. If any of the above is not fully dismissed within the 30 days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.
- 30) **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within three (3) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for three (3) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
- 31) **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
- 32) **TRAVEL.** Tenant acknowledges that travel expenses may be incurred by landlord when attempting to collect overdue rents, when responding to tenant's negligence, to make repairs due to tenants neglect/or destruction, to make property available for rental if tenant defaults on or terminates lease, or other reasonable reasons landlord may incur travel and travel related expenses. Tenant is required to reimburse landlord of such cost.
- 33) **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 34) **CHILD PROOFING** Tenant is responsible in child proofing home.
- 35) **JURISTICATION** This Agreement was commenced in the county of gwinnett. The gwinnett county court system is where all cases will be presented as this is where the property is located and the contract was executed.
- 36) **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia.
- 37) **IRS REPORTING** In the event any funds are due landlord for any reason landlord may report the amount due and/or interest and late fees associated with the amount due to the IRS in the form of a 1099.
- 38) **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 39) **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

- 40) **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 41) **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 42) **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder. No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of Owner's right to the full amount thereof. This lease supersedes any other lease on the premises during the term stated herein. No terms in this lease shall be deemed waived, regardless of any conflicting terms or rules in any governmental rent assistance programs.
- 43) **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 44) **AUTHORIZATION FOR INFORMATION** In the event any funds are due landlord for any reason tenant authorizes landlord, assigns and/or collection companies to use all means allowed by law collect the debt, this includes obtaining credit reports, speaking with employers, banks and financial institutions, utility companies and other similar sources both past and present.
- 45) **LISTED FOR SALE** If current owner list premises for sale during period of lease tenant agree to allow prospective buyers and their agents to view the property. Lease is to remain in effect until date of sale. Once property is sold lease is no longer valid and tenant is to vacate within 7 days of closing. If more than three months remain on lease tenant will be compensated by payment of \$400 once transaction is completed when all payments have been made by due date.
- 46) **EFFECTIVE LEASE** If for any reason tenant takes possession of premises and a lease/application is not signed the lease becomes executed through acceptance of the keys from any initial party. Lease is then in full effect for one year from the first of the following month after acceptance of the keys.
- 47) **EPA REGARDING DUCTS** The EPA does not endorse duct cleaning as they find that it is inconclusive as to the benefit and they have further stated that completed incorrectly the process can damage the system. If tenant wishes to have duct system cleaned they must inform landlord so that landlord can approve/disapprove the company and their process. The tenant shall pay all expenses as this is considered an optional service.
- 48) **NEIGHBORHOOD.** 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 landfills, quarries, high voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the property, political jurisdictional maps and land use the 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.State.ga.us/gbi.disclaim.htm
- 49) **VACATING INSTRUCTIONS** See vacating instructions regarding vacating the premises. Property must be returned to Landlord in the condition it was received minus wear and tear as allowed/required by law.
- ~~50) **LICENSED OWNER** The owner of the property is a real estate licensee. License #308778~~
- 51) **CERTAIN TYPES OF SIGNATURES ARE ORIGINALS.** A facsimile signature shall be deemed to be an original signature for all purposes herein. An email notice shall be deemed to have been signed by the party giving the same if he email is sent from the email address of that party.
- 52) **FORMS** Tenant acknowledges receiving a move-in inspection and agrees to complete move out inspection upon surrender of premises. Once notice is given to vacate landlord may conduct a premove-out inspection to help tenant identify areas that need addressing to protect their deposit. Premove-out inspection is only a courtesy and may not be all-inclusive.
- 53) **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Heather Campagna heathercampagna@hotmail.com

If to Tenant to:

[Tenant's Name]

Address: _____

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Rental payments are to be made through erentpayment.com

ADDITIONAL PROVISIONS; DISCLOSURES.

As to Landlord this _____ day of _____, 20____.

LANDLORD:

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20____.

TENANT ("Tenant"):

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Move In / Move Out Inspection

Room	Move In	Move Out

Move In

Tenant _____ Date _____ Landlord _____ Date _____

Tenant _____ Date _____ Landlord _____ Date _____
Tenants signature or dissent required.

Move Out

Tenant _____ Date _____ Landlord _____ Date _____

Tenant _____ Date _____ Landlord _____ Date _____
Tenants signature or dissent required.

_____ T _____ T _____ L _____ L Initial if additional pages are required