

LEASE OPTION RENEWAL DEADLINE _____

Acknowledged _____

STATE OF GEORGIA
ATHENS-CLARKE COUNTY

LEASE AGREEMENT

This agreement, made and entered into this _____ day of _____, 20____, by and between, **AMBROSE PROPERTIES** whose address is 960 Oconee St., Athens, Georgia 30605, hereinafter referred to as "Landlord", and _____, _____ and _____, hereinafter referred to as "Tenant(s)."

WITNESSETH

1. PROPERTY: Landlord agrees to rent to Tenant(s) the property located and known as _____, in the County of Athens-Clarke, State of Georgia to be used as a residence for not more than ___ persons, under the terms and conditions as hereinafter stated.

2. RENTAL RATE: Tenant(s) shall have possession of the property for a Term of _____ months beginning at noon on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____ inclusive. During the Term the monthly rental rate shall be \$ _____ per month of occupancy. The security deposit does not constitute payment of the last month's rent. Payment of rent shall be due on or before the first day of the month. The total amount to be paid during the Term is \$ _____. If mailed, the rent and all other sums due under this lease shall be mailed in sufficient time and with adequate postage thereon to be actually received by the Landlord no later than the due date. Postmarks will not be used as a method of determining timely payments.

3. LATE CHARGES: If the monthly rent, which is due on or before the first (1st) day of each month, is not paid in good funds by 5:00 p.m. on the third (3rd) day of the same month in its entirety, then the Tenant(s) shall pay a one-time late charge of ten percent (10%) of the monthly rent. Subsequent monthly rent shall not be accepted until all late fees are paid.

Acknowledged _____

4. RETURNED CHECKS: Tenant(s) agree to pay a \$35.00 charge for any check returned by his/her bank for insufficient funds, closed account, or for any other reason. Returned checks are not considered paid rent and will also incur a late charge if not made good by the tenth (10th) day of the month due. Subsequent monthly rent shall not be accepted until all NSF fees and late fees are paid. Returned checks must be redeemed by money order or certified funds. Tenant(s) agrees that once a check has been returned, the rent for the following six months must be paid by money order or certified funds only.

Acknowledged _____

5. TERMINATION: This Lease Agreement shall terminate at noon on the date stated in Section 2. No automatic extension or renewal exists with this document. Tenant(s) are responsible for the entire lease Term unless Landlord releases Tenant(s) in writing from payment of the balance of any rent, which would accrue during the remainder of the lease Term. Any consent of assignment or sub-lease by the Landlord does not waive or diminish the responsibility of the Tenant(s) for payment of rent accruing during the lease Term hereunder. Any breach of a provision in this Lease shall constitute a default and entitle Landlord to demand possession of the property and to enforce such demand by dispossessory or distress warrants, with the balance due as rent for the Lease Term being immediately due and payable.

6. UTILITIES: Tenant(s) shall be responsible for all utilities, which shall be paid to the supplying entity. Tenant(s) of houses shall be responsible for trash, refuse and garbage collection, which shall be paid to the supplying entity. Garbage collection shall be not less than weekly. The subject property shall not be used as a dumping ground for any trash, refuse or garbage.

7. SECURITY DEPOSIT: Tenant(s) shall give Landlord a security deposit in the amount of \$ _____ to ensure the full and faithful performance by Tenant(s) of all the terms and condition of the Agreement. It is the understanding of the parties that this security deposit will be placed in an interest bearing account at IJL/WACHOVIA Athens, Georgia under account number **544-08055-12-478**. Any interest earned shall belong to Landlord to help defray administrative costs. At the discretion of Landlord the security deposit may be applied against Landlord's cost of repairing damages to premises and furnishings, including interior and exterior cleaning, determined necessary to vacancy or termination of tenancy due to carelessness, negligence, accident or abuse on the part of Tenant, his/her household members, servants, guests, agents, or invitees. This security deposit shall also apply to actual damages caused to Landlord by abandonment. Application of the security deposit does not relieve the Tenant(s) of liability for damages or costs in excess of the security deposit. Tenant(s) agree that, upon sale by Landlord of the property herein described, Landlord may assign Tenant(s) security deposit to the Purchaser and Landlord will then be relieved of all responsibilities respecting the security deposit under the laws of the State of Georgia. All the applicable portions of the security deposit will be returned to Tenant(s), after possession has been relinquished, provided there is no outstanding claim against Tenant(s), the property is left clean, and all keys are returned to Landlord. If Tenant(s) fails to return all keys to Landlord immediately after possession has been relinquished, Landlord will cause the locks to be re-keyed and the charges for the service will be the responsibility of Tenant(s), and if not paid, shall be deducted form the security deposit. Tenant(s) shall not apply the Security Deposit to payment of any rent. Tenant(s) specifically acknowledge receipt of the MOVE IN / MOVE OUT INSPECTION form, instructions, and notices.

8. CONDITIONS UPON VACANCY OR TERMINATION: Upon vacancy or termination of this Agreement, Tenant(s) agree to do the following

- a. Leave ceramic tile, vinyl tile, concrete and wood floors swept, mopped and clean
- b. Leave carpeted floors vacuumed and PROFESSIONALLY STEAM CLEANED.
- c. Leave driveways, patios and porches, and sidewalks swept and clean.
- d. Close and lock all windows, lock all outside doors and return keys to Landlord.
- e. Clean all bathrooms tubs, showers and sinks.
- f. Clean all kitchen appliances, mainly refrigerator, stove top and oven.
- g. All light bulbs must be in working condition.
- h. Leave premises as close to original condition as possible.
- i. Participate in a Move Out Inspection

Deposits will be refunded to resident within thirty (30) days after the premises is vacated provided:

- a) Lease Term has expired or agreement has been terminated by both parties.
- b) All monies due Landlord by Tenant(s) have been paid; and
- c) Apartment is not damaged, and left in original condition, normal wear and tear expected.

Acknowledged _____

9. WINDOWPANES AND/OR SCREENS: Tenant(s) agree to replace all damaged or missing doors, windowpanes and or screens during the tenancy or upon vacancy or termination of tenancy.

10. SEWAGE: Tenant(s) agree to keep all water and sewage pipes at the property clear of obstructions.

11. INSPECTION OF PROPERTY: Tenant(s) agree to permit Landlord or his Agent to enter the property without notice, at reasonable hours, to inspect the property to determine that Tenant(s) are complying with all terms and conditions of this Agreement, to show the property to prospective Tenant(s) or Purchasers, or to make repairs for which Landlord is responsible under this Agreement.

12. PETS: Pets are not permitted on the Premises unless a "Pet Fee" has been listed hereinbefore, and paid for **EACH PET**. If any pet becomes a nuisance, Tenant agrees to remove said pet from the premises is requested to do so by Landlord. If a pet is found on the property without prior written approval in this lease or by amendment hereto, Tenant agrees to pay Landlord a Pet Policy Violation Fee of \$300.00 and remove said pet from the Premises. Any pet fees or pet policy violation fees paid will go towards the administrative and maintenance costs of handling a pet on premises, but do not cover damages or destruction caused by the pet. All tenants with pets will automatically be charged a \$65.00 pest control fee at move out for the treatment of the property against potential flea infestations.

Acknowledged _____

13. REPAIRS AND MAINTENANCE: Tenant(s) accepts the property in the condition noted on the inspection form at the beginning of this lease and for the use for which the property is rented. Tenant(s) agree to maintain the property in good condition and repair, natural wear and tear excepted. Tenant(s) will make no alterations to the property without prior written consent of the Landlord, but any permitted alterations shall become a part of the building except fixtures as may be constructively attached, such as stoves, refrigerators and like fixtures, or others which are covered by written agreement, which shall be removable by Tenant(s) at the end of the Term, provided, no claim against the Tenant(s) exists and provided removal can be done without damage to the premises. In respect to repairs for which Landlord is responsible, Tenant(s) agree to provide Landlord written notice of such condition and grant to Landlord a reasonable time in which to remedy same. Landlord shall not be under any obligation, express or implied, to inspect the property or to make any repairs thereto until after receipt of written notice of defects as herein provided. Tenant(s)' responsibilities:

- a. Tenants(s) will change filters in heating and air conditioning equipment at least once a month in order to reduce the consumption of gas or electricity.
- b. Should the Landlord furnish a refrigerator or range hood with the premises, then it will be the responsibility of Tenant(s) to vacuum the refrigerator or range hood at least once a month to reduce the consumption of electricity and prevent fires.
- c. Landlord will provide pest control service for roaches, ants and silver fish. Landlord's Agent has access to the apartment for application of pest control spray.

14. ASSIGNMENT: Tenant(s) shall not sub-let the whole or any part of the premises, nor assign this Agreement, nor any interest therein, without the prior written consent of Landlord. A violation of this covenant shall constitute a breach of this Agreement, Tenant(s) shall forfeit the Term and Landlord shall have the right to evict the Tenant(s).

15. USE AND OCCUPANCY: The property shall be used for residential purposes and for no other purposes. Tenant(s) is not to put the property to any use, which is illegal, creates a nuisance, **DISTURBS OTHER TENANTS**, or causes the rate of insurance on the property to increase. Tenants are responsible for the actions of all household members, servants, guests or invitees. Tenant(s) shall not place any furniture outside of the rental unit that is not designated as patio or lawn furniture. For example, no sofas, couches, or recliners or indoor chairs are permitted outside the rental unit. Patio and lawn furniture must be kept in an orderly fashion, may not be left in yards or common areas and must not block walkways. Tenant(s) are responsible for keeping common areas in an orderly manner.

16. DAMAGES TO PROPERTY: Tenant(s) shall pay all costs for damage to the property caused by Tenant(s), household members, servants, guests, agents, invitees, or pests resulting from negligence, lack of care and abuse. Any damage for which Tenant(s) is liable constitutes a breach of the Agreement for which an action for the recovery thereof may be had, above and beyond the security

deposit. If the property is rendered untenable by fire, storm, earthquake, or other casualty, this Agreement shall terminate as of the date of such destruction or damage and rental shall cease as of that date. Rent shall not abate in case of partial untenable condition and repairs will promptly be made. Tenant(s) agree to pay for damages for which Tenant(s) are liable within seven (7) days of repairs.

17. LIABILITY AND INJURY: Tenant(s) expressly agrees to indemnify and hold harmless Landlord from any claims by Tenant's household members, servants, guests, agents or invitees. This indemnity shall extend to damage, injury, losses, claims, suits, judgments or actions arising from the negligence of Tenant(s) household members, servants, guests, agents or invitees, and anyone Tenant(s) controls or employs, or for damages to injury by reason of breakage, leakage or obstruction of the water pipes, soil pipes or from falling sheetrock. This indemnity shall also be effective if such damage or injury is due to the failure of Tenant(s) to provide to Landlord written notice of a defective condition for which the Landlord is responsible hereunder. In the event Landlord is not able to deliver possessions to Tenant(s) on the effective date of this Agreement for any reason beyond Landlord's control, Landlord shall not be responsible for any damages of Tenant(s) and is hereby released from liability.

18. TELEVISION/RADIO AERIALS: Tenant(s) shall not erect any television or radio aerial or antenna. Tenant(s) further agrees not to play any radio, TV set, stereo or other like appliances in a manner where the same can be heard outside Tenant(s) unit.

19. LEGAL ACTION: Tenant(s) understands failure to pay rent on the indicated day shall constitute a default and entitle Landlord to demand possession of the property and enforce of such demand by dispossessory warrant. Landlord may also enforce delinquent or outstanding rent due through civil action. Tenant(s) agrees to be responsible for all costs associated with legal action taken by Landlord against Tenant(s). Tenant(s) consent that any proceeding to enforce this Agreement or related rights may be brought in any court sitting in the county in which the leased premises may be located, and Tenant(s) consents to personal jurisdiction of such courts and agree that they may be served with process by Certified mail addressed to them at the address or addresses given hereafter. Any action to enforce the Agreement or Guaranty shall be governed by the laws of the State of Georgia.

20. TIME: Time is of the essence of this Agreement.

21. EARLY TERMINATION: Tenant(s) may terminate the agreement prior to the expiration date of the original agreement by giving Landlord thirty (30) days written notice and Paying all monies due through the end of the lease Term reduced to present value using a factor of five (5%) percent. All monies due must be paid within thirty (30) days of vacating the premises.

22. BINDING EFFECT AND WAIVER: This document constitutes the entire agreement between the parties and is binding on their respective heirs, executors, administrators and assigns and no statements, oral or written, not contained herein shall be of force or effect. The failure of either party to insist upon strict compliance with any of the terms and condition herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms contained herein.

23. INSURANCE: Landlord shall not be liable for losses or damages to Tenant's person or property arising out of or related to theft, vandalism, criminal acts, fire, smoke, water, rain, hail, ice, snow, explosion, interruption of heat, electricity, water, sewer, telephone, cable TV or any other utility services, malfunction of machinery or appliances, any defect in heat/air, electrical, water or sewer systems, act of God, acts of Tenants, acts of others, or any other causes other than the willful negligence of Landlord. **TENANT MUST PURCHASE AND SECURE TENANT'S OWN RENTER'S INSURANCE TO PROTECT TENANT AGAINST ALL OF THE ABOVE LOSSES OR OCCURRENCES.** Tenant(s) acknowledges that Landlord has no insurance coverage on the personal possessions of Tenant(s) whether located at the Apartment or in the Common Areas.

24. **NOTICES:** All notices shall be in writing. Such notices mailed to or left at the stated premises herein shall constitute notice to the Tenant(s) and notice to the Landlord shall be accomplished in like manner to Landlord's address

25. **ABANDONMENT:** If this lease is in default, or at the termination of this lease and Tenant(s), has moved from the premises, Landlord may thereupon, without legal process, enter and take possession of the premises, furniture and other belongings of the Tenant(s) which may be in the unit, which will terminate the right of Tenant(s) to re-enter. IF LANDLORD, IN ITS SOLE DISCRETION DETERMINES ANY PERSONAL PROPERTY LEFT IN THE UNIT IS JUNK OR TRASH, LANDORD HAS TENANT(S)' EXPRESS PERMISSION AND FULL AUTHORITY TO DISPOSE OF SUCH ABANDONED PROPERTY. ANY FURNITURE OR ITEMS OF VALUE MAY BE STORED BY LANDLORD FOR THIRTY (30) DAYS WITH WRITTEN NOTICE OF SUCH STORAGE PROVIDED TO TENANT(S) AT THE ADDRESS IN TENANT(S)' APPLICATION. IF TENANT(S) DOES NOT RECLAIM TENANT(S)' PROPERTY WITHIN THIRTY (30) DAYS OF THE DATE OF THE NOTICE, LANDLORD HAS TENANT(S)' EXPRESS PERMISSION TO SELL SUCH PROPERTY AND KEEP THE PROCEEDS TO DEFRAY THE COST OF STORAGE, SALE AND LANDLORD'S TIME AND TROUBLE.

Acknowledged _____

26. **REPOSSESSION:** In case of abandonment of premises by Tenant(s), or following default, the surrender of possession on demand, or eviction by law, Landlord may retake possession immediately and the retaking of possession by Landlord, in absence of express election in writing to do so, shall not terminate this lease. Landlord shall have the right to recover immediately as damages, rent due to the end of the lease. Landlord, in sub-letting premises shall be acting as Tenant(s) agent, using his own discretion to reduce Tenant(s) loss. Any net sums received by Landlord after deducting charges for service and expenses are to apply as payment on any judgment obtained or balance due. After all sums due Landlord are satisfied, Landlord is to refund excess money to Tenant(s).

27. **SPECIAL STIPULATIONS:** The following special stipulations, if in conflict with above provisions, shall control.

- a. Payment of rent shall be with one check or paid by all tenants at the same time
- b. Tenant(s) understand and agree that they are collectively and individually responsible for the rent to be paid in its entirety. We will not accept partial payment of rent.**
- c. Occupancy is limited to no more than _____ tenants.
- d. First Tenant to occupy premises will be authorized to do pre-inspection for all Tenants. Last Tenant remaining in premises will be authorized to checkout inspection for all Tenants.
- e. Tenant(s) understand and agree that they must comply with the renewal option deadline, to renew current lease for an additional Term of _____ months. If Tenant(s) fail to renew lease by the deadline mentioned herein, they understand that they may forfeit their option to renew lease, and hereby agree to vacate premises immediately at the end of the current leasing Term. Tenant(s) also understands and agrees that there will be no prorating in rent payment and Tenant(s) will be responsible for paying the full amount as outlined in lease.
- f. It is expressly understood that this lease is for the dates listed, and that holding over one (1) day shall constitute a full month's rent becoming due and payable. Move out time is by 12:00 noon on the last day of this lease Term.

g. Landlord may refuse to renew this lease by giving Tenant thirty (30) days written notice of such refusal.

h. _____

IN WITNESS THEREOF, the parties have hereunto set their hands and seals on the day and year first above written as the date hereof.

AMBROSE PROPERTIES BY: _____

TENANTS ACKNOWLEDGE THEY HAVE READ THE LEASE AND INTEND TO COMPLY WITH ALL PROVISIONS AND CONDITIONS IN THIS LEASE.

TENANTS SIGNATURE

TENANTS SIGNATURE

NAME (PRINTED)

NAME (PRINTED)

TENANTS SIGNATURE

TENANTS SIGNATURE

NAME (PRINTED)

NAME (PRINTED)