



LEASE FOR LEASE/PURCHASE AGREEMENT EXHIBIT “ _____ ”

(THIS EXHIBIT TO BE USED ONLY WITH LEASE/PURCHASE AGREEMENT)

2013 Printing

In consideration of Ten Dollars (\$10.00), the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant (as those terms are defined below) do hereby enter into this Lease (hereinafter “Lease” or “Agreement”) on this date of _____ the terms and conditions of which are set forth below.

1. Parties.

A. LANDLORD.

The Landlord in this Lease is _____

B. TENANT.

The Tenant(s) in this Lease are as follows:

2. Agreement to Lease. Landlord leases to Tenant, and Tenant leases from Landlord, the real property at the following address:

_____ and which may be further described in Exhibit “A” (hereinafter “Premises”). The Premises may be part of a larger property (“Property”). If so, Tenant shall have the right to use the common areas of the Property subject to: (1) all rules, regulations and covenants applicable thereto; and (2) Landlord’s right to alter, modify, reduce the size of or close such common areas.

3. Term and Possession. The initial term of this Lease shall begin on _____ (“Commencement Date”), and shall end on the closing of the purchase of the Property by Tenant in accordance with that certain Purchase and Sale Agreement between the parties with an Offer Date of _____ which Purchase and Sale Agreement is incorporated herein by reference (“Purchase and Sale Agreement”). In the event the closing date in the Purchase and Sale Agreement is unilaterally advanced by the Tenant or extended by the Landlord or Tenant to a date after this Lease has expired, the Lease term shall automatically be modified to end on the new closing date. All other terms and conditions in the Lease shall remain the same. If Landlord is unable to deliver possession of Premises on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within _____ days of the Commencement Date, Tenant may, by giving notice to Landlord, terminate this Lease in which event Landlord shall promptly refund all rent and deposits to Tenant. Neither Landlord nor Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.

4. Rent. Tenant shall pay rent in advance in the sum of _____ Dollars (\$ _____) per month on the first day of each month during the Lease Term. The total rental amount due under this Lease shall be \$ _____ and shall be payable to _____ at the following address: _____ (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date or the Ending Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord.

5. Late Payment; Service Charge for Returned Checks. Rent not paid in full by _____ .m. on the _____ day of the month in which it is due shall be late. Landlord may, but shall have no obligation to accept any rent not received by the _____ of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier’s check, certified check or wire transfer of immediately available funds and must include an additional rent amount of \$ _____, and if applicable, a service charge of \$ _____ for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant’s personal checks have been returned by the bank unpaid.

6. Dispossessory Fee. Notwithstanding anything to the contrary contained herein, if Tenant owes Landlord any outstanding rent or other fees and charges as of the _____ day of the month, Landlord may file a dispossessory action in the county in which the Premises is located. In the event that a dispossessory action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall pay additional rent of \$ _____ to cover the costs of filing fees, court costs, attorney fees, plus an administrative fee of \$ _____ per dispossessory action.

7. Security Deposit.

A. Tenant has paid a refundable security deposit to _____ (“Holder”) in the amount of \$ _____ (“Security Deposit”) by: *[Select one. Any box not selected shall not be a part of this Agreement.]*

check cash Certified Check Money Order ACH Credit Card

B. **Deposit of Same:** Holder shall deposit the Security Deposit within five (5) banking days of receiving the same into the bank listed below:

1. Escrow / Trust Account at _____ Bank

2. General Account at _____ Bank

If the Security Deposit is in a general account, it will not be segregated and will be co-mingled with other funds of Holder.

[NOTE: If Landlord or Landlord's spouse or minor children own more than 10 rental units, if Landlord is not a natural person or if Landlord is a real estate licensee, the Security Deposit must be deposited into an escrow account.]

All interest earned on the above-referenced account shall belong to the Holder. Holder shall have the right to change the bank in which the Security Deposit is held upon notice to Landlord and Tenant, provided that the type of account remains the same. Landlord shall have the right upon fourteen (14) days prior notice to Holder and Tenant to change the Holder of the Security Deposit and / or the bank account into which the Security Deposit is deposited; provided that the new Holder designated by Landlord is a licensed Georgia Real Estate broker and the bank account into which the Security Deposit is deposited into is an Escrow/Trust Account.

C. **Security Deposit Check Not Honored:** In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Agreement of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.

D. **Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) 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; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises or the Property except for normal wear and tear or damage noted at the commencement of the Lease in the Move-In Move-Out Inspection Form signed by Landlord and Tenant; and (6) all keys to the Premises and to recreational or other facilities, access cards, gate openers and garage openers have been returned to Landlord or Manager.

E. **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 other than normal wear and tear caused by 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; (5) late fees and any other unpaid fees, costs and charges referenced herein; and (6) a fee of \$ _____ to rekey the locks either at the request of Tenant or upon the termination of the Lease.

F. **Move-Out Statement:** Holder shall provide Tenant with a statement (“Move-Out Statement”) listing the exact reasons for the retention of the Security Deposit or for any deductions there from. If the reason for the retention is based upon damage to Premises, such damages shall be specifically listed in the Move-Out Statement. The Move-Out Statement shall be prepared within three (3) banking days after the termination of occupancy. If Tenant terminates occupancy without notifying the Holder, Holder may make a final inspection within a reasonable time after discovering the termination of occupancy. Tenant shall have the right to inspect Premises within five (5) banking days after the termination of occupancy in order to ascertain the accuracy of the Move-Out Statement. If Tenant agrees with the Move-Out Statement, Tenant shall sign the same. If Tenant refuses to sign the Move-Out Statement, Tenant shall specify in writing, the items on the Move-Out Statement with which Tenant disagrees within three (3) banking days. For all purposes herein, a banking day shall not include Saturday, Sunday or federal holidays.

G. **Delivery of Move-Out Statement:** Holder shall send the Move-Out Statement, along with balance, if any, of the Security Deposit, before the Due Date. The Move-Out Statement shall either be delivered personally to Tenant or mailed to the last known address of Tenant via first class mail. If the letter containing the payment is returned to Holder undelivered and if Holder is unable to locate Tenant after a reasonable effort, the payment shall become the property of Landlord ninety (90) days after the date the payment was mailed.

H. **Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to) upon notice to all parties having an interest in the Security Deposit, interplead the funds into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

8. **Administrative Fee.** Tenant has paid to Holder a non-refundable administrative fee of \$ _____.

9. Default.

A. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:

1. Tenant fails to abide by any of the terms and conditions of this Lease.
2. Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
3. Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.

4. Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
5. Prior to the end of the lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises without the consent of Landlord.
6. Tenant breaches its obligations under that certain Lease Purchase and Sale Agreement for the Property entered into between the parties with an Offer Date of _____ (which Lease Purchase and Sale Agreement is incorporated herein by reference).

B. Effect of Default: If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available legal and equitable remedies to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is capable of being cured, Landlord shall give Tenant notice and a three (3) day opportunity to cure the default.

10. Utilities. The following utilities are available to serve the Property: *[Check all that apply. Any item not selected shall not be a part of this Agreement]* water , public sewer ; electric , gas , trash pickup . All utilities shall be paid for by the Tenant with the exception of the following which shall be paid by Landlord: _____. Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall connect all utilities to be paid for by Tenant within _____ days from the commencement of the Lease and shall keep these utilities on through the completion of the Move-Out Inspection. Tenant shall immediately reimburse Landlord for the cost of any utilities provided or paid for by Landlord on behalf of Tenant.

11. Move-In Inspection. Prior to Tenant tendering a Security Deposit, Landlord shall provide Tenant with "Move-In, Move-Out Inspection Form" attached hereto and incorporated hereinafter ("Form") itemizing any existing damages to Premises. Prior to taking occupancy, Tenant will be given the right to inspect Premises to ascertain the accuracy of the Form. Both Landlord and Tenant shall sign the Form. Tenant shall be entitled to retain a copy of the Form. Tenant acknowledges that Tenant has carefully inspected Premises and is familiar with the same.

12. Tenant's Responsibilities.

A. Repairs and Maintenance: 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. Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary and clean condition free of trash and debris. Any expenses incurred by Landlord to remedy any violations of this provision shall be considered as additional rent and reimbursed by Tenant to Landlord within 14 days of the receipt of an invoice from Landlord.

B. Lawn and Exterior Maintenance: *[Select one. The sections not marked shall not be a part of this Lease.]*

- 1. Tenant shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed, 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 Premises, including the yard, lot, grounds, walkways and driveway clean and free of rubbish, trash and debris.
- 2. Partial maintenance by Tenant - Tenant shall maintain the following: _____
- 3. Landlord or Landlord's designated agent shall provide all yard/exterior maintenance.

C. Pest Control: Landlord will be responsible for termite and rodent control. Other pest control (including ants, cockroaches, spiders and other insects) shall be handled as set forth below. *[Select one. The section not marked shall not be a part of this Agreement.]*

- 1. Landlord or Landlord's designated agent shall provide pest control services to Premises.
- 2. Landlord shall not provide pest control services to Premises and Tenant shall be responsible for causing the Premises to be pest free.

D. Smoke Detector: Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and notify Landlord immediately if the smoke detector is not functioning properly.

E. Freezing of Pipes: To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (a) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (b) leave the faucets dripping.

F. Mold and Mildew: Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property 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.

G. Access Codes: Landlord shall provide Tenant with all access codes to all entrance gates and security systems located on the Premises or the Property.

H. Premises Part of Community Association: The Premises are or are not a part of a Property that is subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). In the event the Premises are subject to C.A. Documents, Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

13. Lead-Based Paint. For any Premises 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. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA's Renovate Right brochure (<http://www.epa.gov/lead/pubs/renovaterightbrochure.com>).

14. Notice of Propensity of Flooding. Landlord hereby notifies Tenant as follows: Some portion or all of the Premises has **OR** has not been flooded at least three times within the last five (5) years immediately preceding the execution of this Lease. Flooding is defined as the inundation of a portion of the living space caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as a ponding of water at or near the point where heavy or excessive rain fell.

15. Sublet and Assignment. Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.

16. Use. Premises shall be used for residential purposes only and shall be occupied only by the _____ (#) persons listed as follows:

Premises and Property shall be used by Tenant and all occupants, guests, licensees and contractors in accordance with all federal, state, county, and municipal laws and ordinances. Tenant agrees any violation or noncompliance of the above resulting in fines being imposed against Landlord or Broker shall be the financial responsibility of and immediately paid by the Tenant. Tenant shall be responsible for ensuring that Tenant and members of Tenant's household and their respective invitees, licensees and guests comply with the Rules and Regulations marked below and not engage in any activity while on Property or in Premises that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicted for an unlawful activity occurring on Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may terminate this Lease immediately. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.

A. Rules and Regulations: *[Only those Rules and Regulations marked below shall be a part of this Agreement]*

- 1. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of the Premises without prior written permission of Landlord which permission shall not be unreasonably withheld; provided that, Tenant provides Landlord with a key thereto and uses a type and make of lock approved by Landlord.
- 2. Motor vehicles shall only be parked on the paved portions of the Premises and the Property intended for use as parking spaces.
- 3. Motor vehicles with expired or missing license plates, non-operative vehicles and vehicles which drip oil shall not be parked or kept on the Premises or the Property.
- 4. No waterbeds shall be used on the Premises or Property without the prior written consent of the Landlord.
- 5. Tenant shall not shower in a shower which does not have a fully operational shower curtain or shower enclosure.
- 6. No pets are allowed or shall be kept on the Premises or on the Property unless a separate pet exhibit is attached to and incorporated into this Lease.
- 7. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord.
- 8. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on the Premises or Property.
- 9. Tenant shall only skateboard, skate, rollerblade or bicycle on paved portions of the Premises or Property and while wearing proper safety equipment.
- 10. Tenant shall be prohibited from improving, altering or modifying the Premises or Property (including painting and landscaping) during the term of this Agreement without the prior written consent of the Landlord. Any improvements, alterations or modifications approved by Landlord shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value of the same. Landlord shall have the right but not the obligation to condition the approval of requested modifications on Tenant removing the same prior to the end of the Lease Term and restoring the affected area to a condition equal to or better than it was prior to the modification.
- 11. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Landlord. No sheets, blankets, towels, cardboard, newspaper or other make-shift temporary window treatments shall be used on the Premises or Property.
- 12. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.

- 13. 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 the Premises or Property.
- 14. Tenant shall not engage in any behavior in the Premises or on the Property, including, but not limited to, yelling, screaming, playing loud music, playing the television at an excessive volume that in the sole, reasonable opinion of Landlord constitutes a nuisance.
- 14. All appliances, equipment and systems on or serving the Premises shall only be used in accordance with the manufacturer's operating instructions.
- 15. Tenant shall not flush down a toilet any sanitary napkin, paper towels, diaper or other item not intended to be disposed of in a toilet.
- 16. The Premises shall only be used for residential purposes. No trade or business uses shall be permitted except with the prior written consent of Landlord and provided that such use is permitted under applicable zoning laws.
- 17. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.
- 18. Premises shall be a smoke free zone and smoking shall not be permitted therein.
- 19. _____.
- 20. _____.
- 21. _____.

17. Property Loss. Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events.

18. Right of Access, Signage. Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. to access to Premises or Property to inspect, repair, and maintain the same and/or to show the Premises and Property to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Property and Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last ____ days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ _____ 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.

19. Disclaimer.

- A. General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and that such tasks clearly fall outside the scope of real estate brokerage services.
- B. Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.
- C. Neighborhood Conditions:** 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 Premises or Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Premises and Property, political jurisdictional maps and land use and 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.qbi.georgia.gov.

20. Early Termination.

- A. Military Activation:** Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; then and in that event, this Lease shall be controlled by the Service members' Civil Relief Act of 2003 as amended in 50 U.S.C.A. § 50-534.
- B. Active Military:** If Tenant is on active duty with the United States military and Tenant or an immediate family member of Tenant occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed: (1) thirty (30) days rent after Tenant gives notice under this section; and (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant.
- C. Effect of Military Activation on Purchase and Sale Agreement:** In the event Tenant lawfully terminates this Lease due to Tenant being called to active duty or receiving change of station orders with the United States military as set forth herein, the Purchase and Sale Agreement between the parties (to which this Lease is an exhibit and which is incorporated herein by reference) may be terminated by either party upon notice to the other party. In the event neither party terminates this Agreement within 30 days of the termination of the Lease, the right to terminate the Purchase and Sale Agreement for this reason shall expire.
- D. Holding Over:** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the expiration or termination of this Agreement, Tenant shall pay Landlord a per diem occupancy fee of \$_____ for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the occupancy fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

21. Agency and Brokerage.

- A. Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

<p>B. Listing Broker is <u>DUFFY REALTY</u> and is:</p> <p>1. <input type="checkbox"/> representing Landlord as a client.</p> <p>2. <input type="checkbox"/> not representing Landlord (Landlord is a customer).</p> <p>3. <input type="checkbox"/> acting as a dual agent representing both Tenant and Landlord.</p> <p>4. <input type="checkbox"/> acting as a designated agent where _____ has been assigned to exclusively represent Landlord.</p>	<p>C. Selling Broker is <u>DUFFY REALTY</u> and is:</p> <p>1. <input type="checkbox"/> representing Tenant as a client.</p> <p>2. <input type="checkbox"/> not representing Tenant (Tenant is a customer).</p> <p>3. <input type="checkbox"/> acting as a dual agent representing both Tenant and Landlord.</p> <p>4. <input type="checkbox"/> acting as a designated agent where _____ has been assigned to exclusively represent Tenant.</p>
<p>D. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships: _____ _____</p>	

- E. Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

22. Miscellaneous.

- A. Time of Essence:** Time is of the essence of this Lease.
- B. No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- C. Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- D. Joint and Several Obligations:** The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.
- E. Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- F. Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.

G. Indemnification: Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.

H. Notices:

- 1. All Notices Must Be In Writing.** All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination or vacating and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice.
- 2. Method of Delivery of Notice.** Subject to the provisions herein, all notices shall be delivered either: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, pre-paid return receipt requested or (5) e-mail.
- 3. When Notice Is Deemed Received.** Except as may be provided herein, a notice shall not be deemed to be given, delivered or received until it is actually received. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent.
- 4. Certain Types of Signatures Are Originals.** A facsimile signature shall be deemed to be an original signature for all purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the same if the e-mail is sent from the e-mail address of that party and is signed with a "secure electronic signature" as that term is defined under Georgia Law.

I. Appliances: The following appliances are in Premises and included in this Lease: _____

Tenant acknowledges that Tenant has inspected these appliances and that the same are in good working order and repair.

J. Keys: Landlord may release keys to or open the Premises to any of the occupants listed herein.

K. Waiver of Homestead Rights: Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.

L. Governing Law: This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.

M. Security Disclaimer: Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.

N. Disclosure Rights: Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.

O. Rental Application: Tenant's rental application is , OR, is not attached hereto as an exhibit. If the rental application is attached hereto and it is later discovered that the information disclosed therein by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies regarding said default.

P. Authorized Agent Disclosure: The name and address of the Owner of record of the Premises or the person authorized to act for and on behalf of the Owner for the purpose of serving of process and receiving demands and notices is as follows:

Q. Manager: The name and address of the person authorized to manage the Premises and Property is as follows:

Brokerage Firm: _____

Address of Brokerage Firm: _____

Contact Person: _____

(hereinafter "Manager"). If no Manager is listed above, the Owner shall be deemed to be self-managing the Premises. If a Manager is listed as the Manager hereunder, Manager is authorized to manage the Premises on behalf of the Landlord and exercise any and all of the rights and powers granted in this Agreement to Landlord. In such event, Tenant shall communicate with Landlord through the Manager and rely on the notices and communications of Manager as having been fully authorized by Landlord. Manager shall have no rights, duties, obligations or liabilities greater than what is set forth in the Management Agreement between Owner and Manager. No Broker shall be deemed to be responsible for any aspect of managing the Property unless Broker is identified as the Manager herein.

R. Fair Housing Disclosure: Landlord, Broker and Manager are committed to leasing and managing the Premises without regard to race, color, national origin, religion, handicap, familial status, sex or sexual orientation.

S. Destruction of Property:

1. If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction.
2. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence.
3. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests.

T. Mortgagee's Rights: Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

U. GAR Forms: The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

23. Exhibits. All exhibits attached hereto listed and selected below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

- Owner's Property Disclosure Statement
- Move In/Move Out Inspection Form
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____
- Other _____

SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control:

Additional Special Stipulations are or are not attached.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Tenant's Signature _____ Date _____

Landlord's Signature _____ Date _____

Print or Type Name _____

Print or Type Name _____

Tenant's Signature _____ Date _____

Landlord's Signature _____ Date _____

Print or Type Name _____

Print or Type Name _____

Tenant's E-Mail Address _____

Landlord's E-Mail Address _____

Tenant's E-Mail Address _____

Landlord's E-Mail Address _____

Tenant's Phone# _____ & FAX# _____

Landlord's Phone# _____ & FAX# _____

DUFFY REALTY
Leasing Broker

DUFFY REALTY
Listing Broker

DUFF01 _____ **H-44692** _____
MLS Office Code Brokerage Firm License Number

DUFF01 _____ **H-44692** _____
MLS Office Code Brokerage Firm License Number

Broker's Phone# **678-318-3613** & FAX# **678-318-3605**

Broker's Phone# **678-318-3613** & FAX# **678-318-3605**

By: _____
Broker or Broker's Affiliated Licensee

By: _____
Broker or Broker's Affiliated Licensee

RHONDA DUFFY
Print or Type Name

RHONDA DUFFY
Print or Type Name

DuffyContracts@gmail.com
Broker's or Broker's Affiliated Licensee E-Mail Address

DuffyContracts@gmail.com
Broker's or Broker's Affiliated Licensee E-Mail Address

177871
Leasing Agent's Georgia Real Estate License Number

177871
Leasing Agent's Georgia Real Estate License Number

Multiple Listing Number _____

Member of: _____ of REALTORS®

Member of: _____ of REALTORS®

Binding Agreement Date: The Binding Agreement Date in this Lease is the date of _____ and has been filled in by _____

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH **RHONDA SPEAR DUFFY** IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.