

GEORGIA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the ____ day of _____, 20____, by and between the Lessor: _____, (hereinafter referred to as "Landlord"), and the Lessee(s): _____. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in _____ County, Georgia with address of: _____, including the following items of personal property:

Refrigerator, Stove, Garbage Disposal, Dishwasher.

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

_____.

3. TERM OF LEASE: This Lease shall commence on the ____ day of _____, 20____, and extend until its expiration on the ____ day of _____, 20____, unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$_____ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. The security deposit can be applied to any unpaid rent, or other unpaid fees upon termination or default. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted.

Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

Landlord shall refund a security deposit to the tenant on or before the 30th day after the date the tenant surrenders the premises. Before returning a security deposit, the landlord may deduct from the deposit damages and charges for which the tenant is legally liable under the lease or as a result of breaching the lease. Landlord may deduct reasonable charges from the security deposit for:

- 1) Damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
- 2) Costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
- 3) Unpaid or accelerated rent and late charges;
- 4) Unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
- 5) Unpaid pet charges;
- 6) Replacing unreturned keys, garage door openers, security devices, or other components;
- 7) The removal of unauthorized locks or fixtures installed by Tenant;
- 8) Landlord's cost to access the Property if made inaccessible by Tenant;

- 9) Packing, removing, and storing abandoned property;
- 10) Removing abandoned or illegally parked vehicles;
- 11) Attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- 12) Mailing costs associated with sending notices to Tenant for any violations of this lease;
- 13) Any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- 14) Cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- 15) Damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

If the landlord retains all or part of a security deposit under this section, the landlord shall give to the tenant the balance of the security deposit, if any, together with a written description and itemized list of all deductions. The landlord is not required to give the tenant a description and itemized list of deductions if (1) the tenant owes rent when he surrenders possession of the premises and (2) there is no controversy concerning the amount of rent owed. If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

The landlord is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives the landlord a written statement of the tenant's forwarding address for the purpose of refunding the security deposit.

5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$_____, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of _____, 20_____.

Tenant agrees that if rent is not paid in full on or before the ___5th___ day of the month, Tenant will pay Landlord for each late payment: (1) an initial late charge of \$50; and (2) additional late charge of \$100 if the rent is paid after ___10th___ day of the month.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):

☒ [X] Electronic money transfer, ☐ [] personal check, ☐ [] money order, ☐ [] cashier's check, ☐ [] other_____.

Rent payments shall be made payable to: _____Phillips GA LLC_____ and electronically deposited to bank account.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies in bank account, either by Venmo, Zelle, Wire or ACH transfer.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. MOVE-IN INSPECTION: Prior to Tenant tendering the Security Deposit, Landlord will provide Tenant with an "Inspection Checklist" attached hereto itemizing any existing damages to Property. Prior to taking occupancy, Tenant will be given the right to inspect the Property to ascertain the accuracy of the checklist. Both Landlord and Tenant must sign the checklist. Tenant will be entitled to retain a copy of the checklist.

If Landlord determines that Tenant is in default of this Agreement, including but not limited to the failure to pay rent when due, as authorized under O.C.G.A. § 44-7-50, Landlord may immediately demand possession of the Property. In such event, Landlord will provide Tenant with at least one (1) day written Notice to Vacate. Landlord may provide such notice by serving it personally on Tenant, or by leaving the same at the principal building on the Property, or by posting the same conspicuously on the leased Property. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant will remain fully liable to the Landlord for (a) any lost rent and any other financial obligation under this Agreement; (b) Landlord's cost of reletting the Property including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Property; (c) repairs to the Property for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned

check charges; (f) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Property to acceptable tenants and thereby reducing Tenant's liability.

7. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Georgia law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

8. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

9. OBLIGATIONS AND DUTIES OF LANDLORD: Landlord shall:

- 1) Comply with the requirements of applicable building and housing codes materially affecting health and safety;
- 2) Maintain the dwelling unit, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the Tenant or those present with Tenant's knowledge or permission.

10. OBLIGATIONS AND DUTIES OF TENANT: Tenant shall:

- 1) Keep the property clean and sanitary;
- 2) Promptly dispose of all rubbish and garbage in his or her dwelling unit, and other organic waste which might provide food for rodents, in a clean and sanitary manner;
- 3) Refrain from unreasonable use of electrical, heating, and plumbing fixtures;
- 4) Take action to promptly eliminate any dangerous condition on the property;
- 5) Supply and change heating and air conditioning filters at least once a quarter;
- 6) Refrain from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereof, and to prohibit any other person on the premises with his or her permission from doing likewise; and
- 7) Shall not under any circumstances take in additional occupants, sublease, rent or turn over said premises to any persons without the owner's knowledge and consent.
- 8) Replace any lost or misplaced keys;
- 9) Pay any periodic preventive or additional extermination costs desired by Tenant, including treatment of bed bugs, roaches, unless otherwise required by law;

- 10) Take all necessary precautions to prevent broken water pipes due to freezing or other causes; and
- 11) Promptly notify Landlord, in writing, of all needed repairs.
- 12) Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

11. UTILITIES: Tenant is responsible for all utilities unless otherwise stated. The property must remain free of trash and debris at all times. Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

12. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

13. REPAIRS: All requests for repairs must be in writing and delivered to Landlord. In the event of an emergency related to condition of the property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager. If tenant is delinquent in rent at the time of repair notice is given, landlord is not obligated to make the repair. Ordinarily, a repair to the heating and air conditioning system is not an emergency. Except as otherwise specified in this lease, Landlord will repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph. Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:

- 1) Conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
- 2) Damage to doors, windows, and screens;
- 3) Damage from windows or doors left open;
- 4) Damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
- 5) Items that are cosmetic in nature with no impact on the functionality or use of the item.

14. YARD MAINTENANCE: Unless prohibited by ordinance or other law, Tenant will water the yard^(*) at reasonable and appropriate times including but not limited to the following times: _____ as permitted by water conservation restrictions_____.

Other than watering, the yard will be maintained as follows:

☐ Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.

☒ Tenant, at Tenant's expense, will maintain the yard^(**).

☐ Tenant will maintain in effect a scheduled yard maintenance contract with: a contractor who regularly provides such service;

() "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property.*

*(**) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing and trimming bushes in the yard; (b) controlling weeds in the yard; and (c) removing debris from the yard.*

15. PROHIBITIONS: Except as otherwise permitted by law, this lease, or as permitted by Landlord, Tenant may not:

- 1) Remove any part of the property of any of Landlord's personal property from premises;
- 2) Remove, change, add or rekey any lock;
- 3) Make holes in woodwork, floors, walls except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- 4) Permit any water furniture on the property;

22. MATERIALITY OF APPLICATION TO RENT: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said application, Landlord may deem Tenant to be in breach of this Lease.

23. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

24. HEIRS AND ASSIGNS: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

25. DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

26. EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

27. LANDLORD ENTRY: In addition to the rights provided by applicable Georgia law, Landlord shall have the right to enter the leased premises upon at least 48 hour notice, except in case of an emergency for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency.

28. EARLY TERMINATION: Tenant may, upon 60 days' written notice to Landlord, terminate this Agreement provided that the Tenant pays a termination fee equal to one months' rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 60-day notice period. The termination fee is in addition to all rent due up until the termination day.

29. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days (if lease term is less than 1 year), or at least sixty (60) days (if lease term is 1 year or more), prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If notice is not given, the lease will automatically renew on a month-to-month basis at a 10% rent increase, all other provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Georgia law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

30. DEFAULT: If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate. Tenant will pay two month's rent as a penalty in case of default and eviction. Tenant will be liable for:

- 1) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
- 2) Repairs to the Property for use beyond normal wear and tear;
- 3) All Landlord's costs associated with eviction of Tenant, including but not limited to lost rent, attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
- 4) All Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
- 5) any other recovery to which Landlord may be entitled by law.

If Tenant vacates the Property in breach of this lease, Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly. Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices.

31. HOLDOVER: If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

32. ATTORNEY FEES & COURT COSTS: If Tenant defaults in the performance of any obligation under this Lease, Tenant shall pay, in addition to any other sums owed, Landlord/Agent's reasonable attorney's fees and other costs related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by Landlord/Agent to enforce Tenant's obligations under this Lease, whether or not the Lease is terminated and whether or not Landlord/Agent files a formal lawsuit, action, or proceeding in court. Landlord/ Agent and Tenant expressly contract that if it becomes necessary for Landlord/Agent to commence a legal action to recover possession of the premises by reason of nonpayment or other breach of this agreement by Tenant (Unlawful Detainer action), Tenant agrees to pay the reasonable attorney's fees incurred by Landlord/Agent in bringing such action to recover possession, and agrees that the Court may award such attorney's fees as costs in such legal action.

33. LEAD-BASED PAINT DISCLOSURE: HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LEASEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

Landlord states as follows: [Landlord check one]

☒ [X] The leased premises was constructed in 1978 or later.

☐ [] The leased premises was constructed prior to 1978.

Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenant and any agents, of the Lead-Based Paint Disclosure Form attached hereto and incorporated into this lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenant, and Tenant received the EPA pamphlet "*Protect Your Family from Lead in Your Home.*"

34. ADDITIONAL PROVISIONS:

1. **Renter's Insurance:** Tenant is required to obtain and maintain renter's insurance and provide proof upon request.
2. **Guest Policy:** Overnight guests are limited to 10 days per month without prior written approval.

3. **Smoking & Drug Use:** Smoking inside the premises is strictly prohibited. Violations will result in a \$500 fine and possible eviction. The use, possession, or storage of illegal drugs, including marijuana, is prohibited regardless of state laws.
4. If the property is sold, the lease should remain valid until its end date on same terms unless agreed otherwise in writing.
5. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest. As required by law, Service Animal(s) are the only exception to this rule. Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.
6. No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws.

35. **GOVERNING LAW:** This Lease is governed by the statutory and case law of the State of Georgia.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

LANDLORD

Name: _____ Email: _____

Sign: _____ Date: _____

TENANT

Name: _____ Email: _____

Sign: _____ Date: _____

TENANT

Name: _____ Email: _____

Sign: _____ Date: _____

TENANT

Name: _____ Email: _____

Sign: _____ Date: _____