

LEASE FOR RESIDENTIAL PROPERTY
(NOT TO BE USED WITH LEASE/PURCHASE TRANSACTIONS)



2009 Printing

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of July 25th 2009 between Sherman and Hemstreet (hereinafter "Landlord") and Miranda Hayworth (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the residential dwelling with the following address: 2632 Coventry Drive Augusta GA TAXPIN/ID# and which may be further described in the plans, if any, attached hereto as Exhibit "A" (hereinafter "Premises") and which Premises constitute all or a part of the property described as follows:

Legal Description. [Select Section A. or B. below. The section not marked shall not be a part of this Agreement.]

- A. The legal description of the Property is attached as an exhibit hereto.
B. The full legal description of the Property is the same as is recorded in the land records of the county in which the Property is located and is incorporated herein by reference. The legal description of the Property is more specifically described below and can be found in said land records in the following deed book or plat book, if filled in below:

Land Lot(s) of the District, Section/GMD, Lot, Block, Unit, Phase/Section of Towne Club Condominiums Subdivision/Development, Richmond County, Georgia as recorded in:

1. Plat Book, Page, et. seq.;

OR

2. Deed Book, Page, et. seq.

If the Property extends beyond the boundaries of the Premises, Tenant shall have the right to use Property (except for any portion thereof, if any, intended for the exclusive use of another) subject to the terms of this Lease and any rules and regulations regarding the same.

- 1. Term. The initial term of this Lease shall begin on August 1st 2009 ("Commencement Date"), and shall end on (and include) the following date: July 31st 2010 ("Ending Date").
2. Possession. 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 5 days of the Commencement Date, Tenant may, by giving notice to Landlord, terminate this Lease in which event Landlord shall promptly refund all deposits to Tenant.
3. Rent. Tenant shall pay rent in advance in the sum of Six Hundred Fifty Dollars Dollars (\$ 650.00) per month on the first day of each month during the Lease Term. The total rental amount due under this lease shall be \$ 850.00 and shall be paid at the following address: 3523 Walton Way Ext Augusta GA 30909 or PO Box 15328 Augusta GA 30919.
4. Late Payment; Service for Returned Checks. Rent not paid in full by 8 a.m. on the 6th 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 10th of the month.
5. Dispossessory Fee. Notwithstanding anything to the contrary contained herein, if Tenant owes any outstanding, additional rent and other fees and charges as of the 15th day of the month, Landlord may file a dispossessory action in the county in which the Property is located. In the event that a dispossessory action is filed against the Tenant, a fee of \$ 100.00 will be assessed to Tenant to cover the costs of filing fees, court costs, attorney fees, plus an administrative fee of \$ 100.00 per dispossessory action.

6. Security Deposit.

A. Amount of Security Deposit: Tenant has paid a security deposit in the amount of \$ 650.00 ("Security Deposit") by check OR cash paid to Landlord OR Broker, the receipt of which is hereby acknowledged.

B. Deposit of Security Deposit: The Security Deposit shall be deposited within 5 (five) banking days of the Binding Agreement Date by the holder thereof ("Holder") into the type of account listed below or in such other escrow/trust account of which Holder has given notice of the bank to all parties and interest earned on such account shall belong to Holder. Neither the Landlord nor the Broker shall be liable for any damages of Tenant resulting from the failure or bankruptcy of any financial institution into which the Security Deposit is placed. [Select one. The section not marked shall not be a part of this Agreement.]

1. Security Deposit to be held in Escrow/Trust Account. The Security Deposit shall be deposited into the following escrow/trust account of Landlord OR Broker at GB&T Bank.

2. Security Deposit to be held in Landlord's General Account [This section should not be marked if Landlord is a real estate licensee, or if Landlord or Landlord's spouse or minor children own more than ten rental units.] Tenant's Security Deposit will not be kept in a segregated or escrow/trust account but shall be co-mingled with other funds of Landlord. Tenant acknowledges that Broker shall owe no duty or obligation whatsoever to Tenant with regard to any Security Deposit held by Landlord including but not limited to ensuring that the Security Deposit is properly deposited, applied or returned.

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 3 (three) 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 shall be returned to Tenant by Holder within 30 (thirty) days after the termination of this Agreement or the surrender of Premises by Tenant, whichever occurs last (hereinafter "Due Date"); provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given a 30 day written notice to vacate; (3) no damage has been done to the Property or its contents, except for normal wear and tear; (4) the entire Property is clean and free of dirt, trash and debris; (5) all rent, additional rent, fees and charges have been paid in full; (6) there are no holes and scratches on walls or cabinets other than normal wear and tear; and (7) all apartment keys, keys to recreational or storage facilities, access cards and gate openers, if any, have been returned to Landlord.

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 caused by the negligence, carelessness, accident or abuse of Tenant, Tenant's household or their invitees, licensees and guests; (2) unpaid rent, utility charges or pet fees; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; and/or (5) late fees and any other unpaid fees and charges referenced herein; (6) a fee of \$ 35.00 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 3 (three) 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 5 (five) 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 3 (three) banking days. For all purposes herein, a banking day shall not include Saturday, Sunday or federal and state holidays.

G. **Delivery of Move-Out Statement:** Holder shall deliver 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 90 days after the date the payment was mailed.

H. **Security Deposit Held by Broker:** If Broker is holding the Security Deposit, Broker shall be responsible for timely preparing the Move-Out Statement and delivering the same to Tenant along with the balance of the Security Deposit, if any, prior to the Due Date. In fulfilling its obligations hereunder, Broker shall reasonably interpret the Lease to ensure that the Security Deposit is properly disbursed.

Notwithstanding the above, if there is a bona fide dispute over the Security Deposit, Broker 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. Broker 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 Broker from the non-prevailing party.

All parties hereby agree to indemnify and hold Broker harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Broker of its duties hereunder. All parties further covenant and agree not to sue Broker 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.

7. **Utilities.** Tenant acknowledges that all utilities and/or services are to be paid for by Tenant, with the exception of: Water, Garbage, and Sewage. Tenant must connect or transfer utilities not provided by Landlord into the name of Tenant within 5 days of the commencement of Lease. At any time thereafter, Landlord may, without notice to Tenant, disconnect any utilities serving Premises which are in the name of Landlord and are not being provided by Landlord under this Lease. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant as additional rent.

8. **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 (the "Form") itemizing any existing damages to Property. Prior to taking occupancy, Tenant will be given the right to inspect Property 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 Property in which Premises are located and is familiar with the same.

9. **Owner's Property Disclosure Statement.** Owner's Property Disclosure Statement  is or  is not attached to this Lease.

10. **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 reimbursed to Landlord by Tenant within 30 (thirty) days of the receipt of an invoice from Landlord. If Tenant fails to timely pay said invoice Tenant shall be in default of this Agreement.

**B. Missed Appointments:** From time to time it will be necessary for Management, Owner or other authorized parties including, but not limited to, maintenance contractors, appraisers, and real estate agents to gain access to the property for the purpose of inspecting the property, performing repairs, or showing the property to prospective purchasers or tenants. If Tenant fails to keep a pre-arranged, mutually agreed to appointment allowing access to the Property, then Tenant agrees to pay \$ 0.00 per event as liquidated damages to management and such amount shall become due as additional rent under this agreement.

**C. 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, gutters cleaned out, 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 Property, including yard, lot, grounds, Premises, walkways and driveway clean and free of rubbish, trash and debris.
2. Partial maintenance by Tenant - Tenant shall maintain the following: exterior patio area

3. Landlord or Landlord's designated agent shall provide all yard/exterior maintenance.

**D. 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 the same shall be the responsibility of Tenant.

**E. 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 30 (thirty) days and notify Landlord immediately if the smoke detector is not functioning properly.

**F. 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.

**G. Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises.

**11. Early Termination by Tenant.** [Select Section A. or B. below. The section not marked shall not be a part of this Lease.]

**A. Right to Terminate Early:** Provided Tenant is not in default hereunder at the time of giving notice, Tenant has strictly complied with all of the provisions of this paragraph, and termination is as of the last day of a calendar month, Tenant may terminate this Lease before the expiration of the term of the Lease by:

[Select the applicable sections below. The section not marked shall not be a part of this Agreement.]

1. Giving Landlord no less than \_\_\_\_\_ days notice on or before the day rent is due as shown in rent paragraph above; plus
2. Paying all monies due through date of termination plus the total amount of any and all deposits; plus
3. Paying an amount equal to  \_\_\_\_\_ month's rent or  \_\_\_\_\_ % of the total remaining months on lease; plus
4. Return Premises in a clean and ready-to-rent condition; plus
5. Paying a \$ \_\_\_\_\_ administration fee;
6. Other \_\_\_\_\_

Any notice for early termination must be signed by all Tenants. Tenant's election of early termination shall not relieve Tenant of responsibilities and obligations regarding damage to Premises or Property. Tenant may not apply the security deposit toward the payment of any of Tenant's financial obligations set forth in this Early Termination by Tenant Paragraph.

**B. No Right of Early Termination:** Tenant shall not have the right to terminate this Lease early.

**C. 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.

**D. 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 months, Tenant's obligation for rent hereunder shall not exceed: (1) 30 (thirty) days rent after notice and proof of the assignment are given to Landlord; and (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant. If Tenant is active military and presents to Landlord a copy of official orders of transfer to another military location, then and in that event, items 11.A.3 and 11.A.5 above shall not apply.

**E. Holding Over:** Tenant shall have no right to remain in the Property after the termination or expiration of this Lease. Should Tenant fail to vacate the Property upon the expiration or termination of this Agreement, Tenant shall pay Landlord a per diem occupancy fee of \$ 25.00 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.

**12. Early Termination by Landlord.** Tenant agrees that Landlord may terminate the lease prior to the lease expiration date and Tenant agrees to vacate the property if the following conditions are met:

**A.** Landlord gives tenant 60 (sixty) days written notice to vacate (Tenant still owes rent through the 60 (sixty) day notice period).

**B.** Landlord pays to Tenant an amount equal to 0 month(s) rent as compensation for disturbing tenant quiet enjoyment of the property and for the inconvenience of moving early. This credit will be applied to the tenant account at the time the tenant vacates the property and will be included with any applicable security deposit refund. The foregoing shall not relieve the Tenant of his or her responsibilities and obligations regarding any damage to the property.

13. **Lead-Based Paint.** For any Premises located on Property built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference.  
Initials \_\_\_\_\_
14. **Notice of Propensity of Flooding.** Landlord hereby notifies Tenant as follows: Some portion or all of the living space or attachment thereto on Premises has  OR has not  been flooded at least three times within the last 5 (five) 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. **Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party 30 days notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically:  
[Select one. The box not checked shall not be a part of this agreement].  
 be extended on a month-to-month basis with a rent increase of \_\_\_\_\_ % of the current rental rate and the new rent amount shall be known as the Current Rent. All other terms of the existing Lease remains the same. Thereafter, Tenant may terminate this Lease upon \_\_\_\_\_ days notice to Landlord and Landlord may terminate this Lease upon 60 (sixty) days notice to Tenant.  
 renew for an additional term of 365 days beginning on the first day following the end of the preceding term unless either party gives notice to the other at least 30 days prior to end of the then current term of that party's decision to terminate the Lease at the end of the current term. This Lease may be automatically renewed for up to 2 additional terms. If this Lease has not been terminated during the final renewal term, this Lease will continue on a month to month basis until the same is terminated in accordance with Georgia Law.
16. **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; no estate shall pass out of Landlord and this Lease shall create a usufruct only.
17. **Use.** Premises shall be used for residential purposes only and shall be occupied only by the 1 (#) persons listed as follows:  
Miranda Hayworth  
Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable declaration of condominium, declaration of covenants, conditions, and restrictions; all rules and regulations adopted pursuant thereto; and any community association bylaws, and rules and regulations.
18. **Nuisances and Unlawful Activity.** Tenant shall be responsible for ensuring that Tenant and members of Tenant's household and their invitees, licensees and guests comply with the Rules and Regulations applicable to Tenant set forth herein and any term, condition or provision of this Lease relating to the use of the Premises or Property and do not engage in any activity while on Property 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 30 (thirty) 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.
19. **Property Loss.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant has been advised to obtain renter's insurance and shall be solely responsible to insure Tenant's personal property against loss or damage.
20. **Right of Access, Signage.** Upon 24 hours advance notice to Tenant, Landlord 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, maintain the same and/or to show the Property to prospective buyers. In the case of emergency, Landlord may enter Premises or Property at any time to protect life and prevent damage to Premises and Property. In addition, during the last 30 days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord may also place a "for rent" or "for sale" sign in the yard or on the exterior of any dwelling on Property, may install a lockbox and may show Premises to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord and Broker who may show Premises to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 75.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
21. **Rules and Regulations.**
- A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If all keys to Premises and Property are not returned when Tenant vacates Premises, Landlord may charge a re-key charge in the amount of \$ 35.00.
  - B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.
  - C. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which are combustible would increase fire risk or increase the risk of other casualties, shall be kept in or placed on Property.
  - D. 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 Premises.
  - E. No pets are allowed unless the exhibit entitled "Pet Exhibit" is attached to this Lease.
  - F. Tenant shall not, on or in Property, improperly dispose of motor oil, paints, paint thinners, gasoline, kerosene or any other product which can cause environmental contamination on or in Property.
  - G. No waterbeds are allowed in Premises without written consent of Landlord.
  - H. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord.
  - I. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Landlord.

- J. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on Property.
- K. Tenant shall comply with all posted Rules and Regulations governing the parking of motor vehicles on Property or the use of driveways, sidewalks and streets on Property.
- L. Tenant shall not skateboard, skate, rollerblade or bicycle on Property without wearing proper safety equipment.
- M. Any location and means of installation and repair and/or maintenance of any telephone, cable TV, satellite, Internet or data wiring and/or systems are the sole responsibility of Tenant, but must be approved, in advance, by Landlord. Landlord does not warrant and shall not be responsible for any portion of any telephone, cable TV, satellite, Internet or data wiring and/or systems serving Property.
- N. Tenant shall keep all utilities serving the Property on at all times during the term of the Lease and through the completion of the Move Out Inspection including but not limited to garbage, water, electric, and gas. Should Tenant fail to keep utilities on through the Move Out Inspection Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and a administrative fee of \$ 99.00 .

## 22. **Default.**

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

1. Tenant fails to cure any violation of Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease within three days after Landlord delivers notice of the same to Tenant.
2. Tenant violates the Rules and Regulations set forth herein three times during the term of the Lease regardless of whether such violations are cured.
3. 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.)
4. Tenant fails to timely pay rent or other amounts owed to Landlord.
5. 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 or neglect of Tenant or members of Tenant's household and their invitees, licensees and guests. All rights and remedies available to Landlord by Law or in this Lease shall be cumulative and concurrent.

**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 to pursue all available legal and equitable remedies to remedy the default. 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.

23. **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 Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

## 24. **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; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to 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; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of 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 acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

**B. 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 Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the 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.state.ga.us/qbi/disclaim.html](http://www.state.ga.us/qbi/disclaim.html).

## 25. **Other Provisions.**

**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 and Broker harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or to Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's household and their invitees, licensees and guests; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's household and their invitees, licensees and guests (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (e) failure to maintain or repair equipment or fixtures, except where Landlord and/or Broker use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord or Broker with respect to any of the above-referenced matters. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees and employees.
- 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.  
 (Check here if Broker cannot accept notice for Landlord. If this box is checked, paragraph H2 below shall not be a part of this Lease.)
  - 2. When Notice to Broker is Notice to Broker's Client.** Except in cases where the Broker is a practicing designated agency, notice to the Broker or the affiliated licensee of Broker representing a party in the transaction shall for all purposes herein be deemed to be notice to that party. In any transaction where the Broker is a practicing designated agency, only notice to the affiliated licensee designated by Broker to represent the party in the transaction shall be notice to that party. Personal delivery of notice may only be delivered to the person intended to receive the same.
  - 3. 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); or (4) by registered or certified U. S. mail, pre-paid return receipt requested.
  - 4. 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. Notice sent by FAX to a Broker shall only be sent to the FAX number of the Broker, if any, set forth herein: (a) Personal delivery of notice to a designated agent shall only be deemed to be received when it is actually received by the designated agent or delivered to the office of the Broker in which the agent is rostered, at a time when an agent or employee of the Broker is there to receive it; (b) Personal delivery of notice to a Broker shall only be deemed to be received when it is: (1) actually received by the Broker (if the Broker is a person); (2) actually received by an agent acting on behalf of the Broker in the transaction in which notice is being sent; or (3) delivered to either the main office of the Broker or the office of the Broker in which the agent representing the Broker is rostered at a time when an agent or employee of the Broker is there to receive it.
  - 5. Notice by Fax or E-Mail to a Broker or Affiliated Licensee of Broker.** Notices by fax or e-mail to a Broker or the affiliated licensee of a Broker may only be sent to the e-mail address or fax number, if any, of the Broker or the affiliated licensee of the Broker set forth in the Broker/Licensee Information section of the signature page of this Agreement or subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures set forth herein. If no fax number or e-mail address is included in the Broker/Licensee Contact Information section of the signature page of this Agreement (or is subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures, then notice by the means of communication not provided shall not be valid for any purpose herein. Notice to a Broker or the affiliated licensee of Broker who is working with, but not representing a party, shall not be deemed to be notice to that party.
  - 6. 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 Property and included in this Lease: \_\_\_\_\_  
 Microwave, Stove, Dishwasher, Disposal, Refrigerator  
 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 Property 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 Property.
- M. Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which Property is located; and (2) while Landlord may from time to time do things to make Property reasonably safe, Landlord is not a provider or guarantor of security in or around 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. 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.

**26. Agency Brokerage and Property Management.**

**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.;

1. **No Agency Relationship.** Tenant and Owner/Landlord acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with the Owner/Landlord is identified on the signature page as the "Listing Broker"; and said Broker is  OR, is not  representing Owner/Landlord;
3. **Leasing Broker.** Broker working with Tenant is identified on the signature page as "Leasing Broker"; and said Broker is  OR is not  representing Tenant; and
4. **Dual Agency or Designated Agency.** If Tenant and Owner/Landlord are both being represented by the same Broker, a relationship of either designated agency  OR, dual agency  shall exist.

**a. Dual Agency Disclosure.** [Applicable only if dual agency has been selected above] Tenant and Owner/Landlord are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Owner/Landlord have been advised that:

- (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (2) As dual agent, Broker will disclose all known adverse, material facts relevant to the transaction to all parties in the transaction, except for information made confidential by request or instructions from either client, and which is not otherwise required to be disclosed by law;
- (3) Tenant and Owner/Landlord do not have to consent to dual agency and, the consent of the Tenant and Owner/Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements; and
- (4) Notwithstanding any provision to the contrary contained herein, Tenant and Owner/Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect its negotiating position.

**b. Designated Agency Assignment:** [Applicable only if the designated agency has been selected above]

Broker has assigned \_\_\_\_\_ n/a \_\_\_\_\_ to work exclusively with Tenant as Tenant's designated agent and \_\_\_\_\_ n/a \_\_\_\_\_ to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

**B. Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows: \_\_\_\_\_ n/a \_\_\_\_\_

(A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

**C. 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.

**D. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS® with whom they are working. 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.

**E. Property Management:** Broker is  OR, is not  the authorized agent of Landlord for the purposes of managing Property in accordance with a separate management agreement. If there is an agreement between Landlord and Broker to manage Property: (1) Tenant agrees to communicate with Broker on all issues relating to or arising out of this Lease Agreement; (2) Broker shall have the power and legal authority to exercise the rights of the Landlord hereunder, (3) Tenant shall pay the rent due hereunder to Broker at the address of Broker specified herein or at such other address of which Broker may give notice to Tenant, and (4) subject to the management agreement, Broker shall perform the obligations of Landlord hereunder. The termination of the management agreement shall not terminate this Lease.

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

Lead Based Paint Exhibit  
Move In Move Out

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

Tenant has paid security deposit in the amount of \$650.  
Tenant has paid first months rent in the amount of \$650.  
Tenant has paid application fee in the amount of \$25.00

Mark box if additional pages are attached.

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

*Miranda Hayworth*                      9-16-09  
Tenant's Signature                                      Date

Miranda Hayworth  
Print or Type Name

\_\_\_\_\_  
Tenant's Signature                                      Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Tenant's E-Mail Address

\_\_\_\_\_  
Tenant's E-Mail Address

Sherman and Hemstreet  
Leasing Broker

381                                      59645  
MLS Office Code                      Brokerage Firm License Number

7067228334                      & FAX#                      706722111  
Broker's Phone#                                      & FAX#

By: *Crystal Hinton*  
Broker or Broker's Affiliated Licensee

Crystal Hinton  
Print or Type Name

chinton@shermanandhemstreet.com  
Broker's or Broker's Affiliated Licensee E-Mail Address

298062  
Leasing Agent's Georgia Real Estate License Number

\_\_\_\_\_  
Multiple Listing Number

\_\_\_\_\_  
Landlord's Signature                                      Date

*John Boykin*  
Print or Type Name

\_\_\_\_\_  
Landlord's Signature                                      Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Landlord's E-Mail Address

\_\_\_\_\_  
Landlord's E-Mail Address

\_\_\_\_\_  
Listing Broker

\_\_\_\_\_  
MLS Office Code                      Brokerage Firm License Number

\_\_\_\_\_  
Broker's Phone#                                      & FAX#

By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Broker's or Broker's Affiliated Licensee E-Mail Address

\_\_\_\_\_  
Leasing Agent's Georgia Real Estate License Number