



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

2012 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 residential dwelling with the following address:

_____ and which may be further described in the plans, if any, attached hereto as Exhibit "A" (hereinafter "Premises").

3. Term. The initial term of this Lease shall begin on _____ ("Commencement Date"), and shall end on (and include) the following date: _____ ("Ending Date").

4. 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 _____ 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.

5. 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 unless Landlord and Tenant otherwise agree in writing, all funds received will be applied to the oldest outstanding balance owed to Landlord including but not limited to additional rent resulting from late payments of rent, fees associated with checks returned for insufficient funds, administrative fees, costs and fees associated with a dispossessionary action, etc.

6. 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.

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

8. 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

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH John A. Ritan 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.

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 at _____ Bank

2. General 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: This section should not be marked if Holder is a real estate licensee or if Landlord or Landlord's spouse or minor children own more than 10 rental units or if Landlord is not a natural person.]

All interest earned on the above-referenced account shall belong to the Holder. Holder shall have the right to change the bank and/or account number 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. Upon receiving such notice, the Tenant and Existing Holder shall send notice to Landlord consenting to the transfer of the Security Deposit.

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 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 a _____ day written notice to vacate; (3) the entire Property 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 apartment keys, keys to recreational or storage facilities, access cards, gate openers and garage openers, if any, have been returned to Landlord/Broker.

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. 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.

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

10. **Utilities.** Tenant acknowledges that all utilities and/or services are to be paid for by Tenant, with the exception of: _____. Tenant must connect or transfer utilities not provided by Landlord into the name of Tenant within _____ 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 and upon notice to Tenant, pay utilities and be reimbursed by Tenant as additional rent. For the purpose of this paragraph utilities are defined as the following: water, sewer, electric, sanitation, gas, and phone.

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 (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.

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

13. **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 thirty (30) 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. 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 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: _____

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 the same shall be the responsibility of Tenant.

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 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 Property.

14. **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. 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>).

Initials _____

15. **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 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.

- 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. While Tenant may use and enjoy the Property to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Property is being transferred or conveyed by Landlord to Tenant herein.
- 17. Use.** Premises shall be used for residential purposes only and shall be occupied only by the _____ (#) persons listed as follows:

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 and any applicable declaration of condominium, declaration of covenants, conditions, and restrictions; all rules and regulations adopted pursuant thereto; and any community association bylaws. 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.
- 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 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.
- 19. 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 property insurance for Tenant's property that insures against any loss due to but not limited to leaking pipes, theft, vandalism, fire, windstorms, hail, flooding, rain, lightning, tornadoes, hurricanes, water leakage, snow ice, running water or overflow of water or sewage. Landlord and Broker shall not be liable for any injury or damage caused by such occurrences, and Tenant agrees to look solely to their insurance carrier for reimbursement of losses for such events.
- 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, and maintain the same and/or to show the Property to prospective tenants and buyers. In addition, Landlord 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 to enter Property and Premises 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 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 \$_____ 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 \$_____.
 - B. Motor vehicles with expired or missing license plates, non-operative vehicles, motor vehicles leaking oil, 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 only skateboard, skate, rollerblade or bicycle on paved portions of the Property and while 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 be prohibited from improving, altering or modifying the Property (including painting) during the term of this Agreement without the prior written approval 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. Any improvements, alterations or modifications of the Property made by Tenant without the approval of Landlord shall be deemed to be damage done to the Property by Tenant.
- O. 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 \$_____.

22. Default.

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

1. Tenant violates any of the Rules and Regulations or Tenant's responsibilities set forth herein or otherwise fails to abide by the terms and conditions of this Lease. Prior to terminating the Lease for any of the above-referenced reasons Landlord shall give Tenant notice of the default and a three (3) day opportunity to cure the same except in situations where the default is incapable of being cured within that time frame or the nature of Tenant's default, if not cured, poses a risk of damage or injury to Landlord, Landlord's property or other persons or property as determined in the sole discretion of Landlord.
2. Tenant violates any of the Rules and Regulations or Tenant's responsibilities set forth herein or other terms and conditions of the Lease of total of three (3) or more 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 under this Lease.
5. Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear and items identified in the Move-In Move-Out Inspection Form signed by the Landlord and Tenant at the commencement of the Lease) caused by the actions or neglect of Tenant or members of Tenant's household and their invitees, licensees and guests.

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. Upon a Tenant default, Tenant shall remain fully liable to pay all rent, fees and other charges through the earlier of either: (a) the end of the lease term; or (b) the date that the Property is re-rented and the tenant under the new lease takes occupancy and pays all initial amounts owed under the lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

23. Destruction of Property.

- A. 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) 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.
- B. 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.
- C. 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.

24. 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.

25. 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 and repair 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; 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 acknowledge 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.gbi.georgia.gov.

26. 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 amount of rent due thru the remainder of the lease term; 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 (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. 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 26.A.3 and 26.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 \$ _____ 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.

27. 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 sixty (60) days written notice to vacate Tenant shall still owe rent through the sixty (60) day notice period.
- B.** Landlord pays to Tenant an amount of \$ _____ as compensation for disturbing Tenant's 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.

28. Renewal Term. Either party may terminate this Lease at the end of the term by giving the other party _____ 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. 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 sixty (60) days notice to Tenant.
- renew for an additional term of _____ days with a rent increase of _____ % of the current rental rate. All other terms of the existing Lease shall remain the same. The additional term shall begin on the first day following the end of the preceding term unless either party gives notice to the other at least _____ 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 _____ 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.

29. Agency 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.;

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.

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 _____ to work exclusively with Tenant as Tenant's designated agent and _____ 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: _____

(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.

30. 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.

31. 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: (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 any requirements imposed by any governmental authority; (4) 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 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 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. In addition to the above Tenant agrees to hold Broker 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.

(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); (4) by registered or certified U. S. mail, pre-paid return receipt requested or (5) e-mail.

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: _____

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 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.

O. Authorized Agent Disclosure: The name and address of the Owner of record of the Property 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:

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

(hereinafter "Manager"). If no Manager is listed above, the Owner shall be deemed to be self-managing the Property. If Manager is listed as the Landlord hereunder, Manager shall have full authority to act as the Landlord for all purposes hereunder. Manager shall have no rights, duties, obligations or liabilities greater than what is set forth in the Management Agreement between Owner and Manager.

32. 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:

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

Additional Special Stipulations are or are not attached.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH John A. Ritan 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.

ADDITIONAL PAGE

Initials: _____

Initials: _____ / _____

Initials: _____

Initials: _____ / _____

EXHIBIT B: MAINTENANCE EXHIBIT

This Exhibit is part of the Lease for _____
(the Property) between _____
(Tenant) and _____ (Landlord), dated _____.

1. TENANT INSTRUCTIONS FOR REQUESTING MAINTENANCE ON THE PROPERTY.

- a. **NON-EMERGENCY MAINTENANCE. All maintenance requests must be made in writing.** The easiest way to submit a maintenance request is via the web form available on the home page of the RPG website, **www.RitanPropertyGroup.com**. Alternately, tenants may submit a maintenance request via FAX to (800) 385-4830 or U.S. Postal Mail at P.O. Box 219, Avondale Estates, GA 30002. Maintenance request forms may be downloaded from the RPG website on the Tenants page. The RPG office will log the maintenance request as a work order, contact you to acknowledge the maintenance request, and assign a vendor to the repair. If you have questions about the status of a maintenance request or have additional information to give us about a maintenance request, send email to info@ritanpropertygroup.com or call RPG at (404) 284-2589. If you get our voice mail, select option 4 and leave us a message.
- b. **EMERGENCY MAINTENANCE.** There are FEW emergencies. An emergency is a threat to life or the property such as fire, flood, electrical problem, gas leak, a tree fallen on the property, etc.
 - o Emergencies involving fire call 911.
 - o Emergencies involving gas call the gas company at (770) 907-4231 or (877) 427-5463 and if necessary, 911.
 - o Emergencies involving electrical danger, call the utility service at (888) 891-0938 or 911.
 - o **In an emergency, call the RPG office at (404) 284-5289. If the phone is not answered live, select option 6 and we will be paged.**
- c. **LANDLORD'S RIGHT OF ACCESS.** RPG may enter the property at any time for maintenance. As a courtesy, RPG will attempt to give advance notice of maintenance at the property, but advance notice of maintenance is not required. Also as a courtesy, RPG offers the tenant a choice of having the RPG office give a key to the vendor assigned to the repair or having the vendor meet the tenant at the property by appointment. If an appointment is chosen, Tenant must accommodate the vendor's schedule. If Tenant makes an appointment with a vendor but does not keep the appointment, resulting in a wasted trip for the vendor, Tenant agrees to pay a minimum wasted trip fee of \$75. Some vendors, particularly licensed trades, charge higher wasted trip fees. If the vendor's wasted trip fee exceeds \$75, Tenant agrees to pay the higher fee. In the event of any logistical difficulty in meeting the tenant, or at RPG's discretion, the vendor will enter with a key from the RPG office. RPG may from time to time document the interior and exterior condition of the property with a video camera.

2. TENANTS MAY NOT IMPROVE, MODIFY, OR ALTER HOME WITHOUT LANDLORD'S PRIOR WRITTEN PERMISSION.

Tenant shall be prohibited from improving, repairing, altering or modifying the Property (including painting) during the term of this Agreement without the prior written approval of the Landlord. Any improvements, repairs, 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. Any improvements, repairs, alterations or modifications of the Property made by Tenant without the approval of Landlord shall be deemed to be damage done to the Property by Tenant. Any expenses incurred by Landlord to remedy any violations of this provision shall be reimbursed to Landlord by Tenant within thirty (30) 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.

3. TENANT RESPONSIBILITIES FOR TROUBLESHOOTING PROBLEMS.

- a. **If the air conditioner does not work**, check ALL circuit breakers. Often during hot weather or if a circuit breaker overloads, it will trip off the circuit breaker. A tripped circuit breaker is often difficult to see, and it could appear that it is not tripped. Therefore, you must turn the breaker all the way off and then turn the breaker all the way on. If you do not turn the circuit breaker all the way off, it does not reset itself to correct the problem.
- b. **If the electricity does not work in part of the house:**
 - o Check for Ground Fault Circuit Interrupt (GFCI) outlets, which are usually located in the garage, patio, kitchen, or the bathroom. Reset tripped GFCI outlets by pushing the small button in the middle of the outlet.
 - o Check the circuit breakers to see if any have been tripped.
- c. **If the circuit breakers continually keep going off:** Check to see if too many appliances running at the same time (irons, microwave, toaster, curling iron, computers, printer, blow dryers, etc.) are causing an overload.
- d. **If the smoke alarm or carbon monoxide (CO) alarm does not work, check the following:** First, replace the batteries. Tenants are responsible for the replacement of batteries. If a new battery does not work, submit a maintenance request. It is important to replace batteries and NOT disconnect the smoke alarm or CO alarm. Normally the alarm will emit a beeping sound when the batteries are not working or losing their charge. Test your smoke and CO alarms every thirty days. If the alarm is not working after replacing the batteries, submit a maintenance request **immediately**. Do **not** disconnect or remove a smoke or CO alarm.

3. TENANT RESPONSIBILITIES FOR ROUTINE MAINTENANCE

- a. Plumbing blockages. The only items safe to put down the drains of the property are human waste and toilet paper. The following items are prohibited: paper towels, grease, tampons, sanitary napkins, food, condoms, paint, toys, and litter from pet waste. While Landlord is responsible to repair the plumbing systems when they wear out or break in the course of normal use, Tenant is responsible for repairs that are caused by Tenant's negligence. If Tenant puts any item down the drain other than human waste and toilet paper and causes a plumbing blockage, the resulting plumbing bill shall be paid by Tenant as additional rent upon notice by Landlord.
- b. Garbage disposal. Tenant will be charged the vendor fee for unblocking a garbage disposal if any of the following are found to have blocked the garbage disposal: bones, banana peels, corn husks, pasta, cornmeal, stringy vegetables, "twister" seals, screws, nails, cigarette butts, flower clippings, toys, coins, grease, shellfish shells, celery, onion skins, potato peels, rice, meat fats, artichokes, bottle caps, rubber bands, string, popcorn kernels, egg shells, coffee grounds, glass, utensils, fruit pits, washcloths, or sponges. If you cannot chew it, do not put it in the garbage disposal.
- c. Wood burning fireplace maintenance.
 - o **Always be sure to open the damper before starting any fire.** If unfamiliar with how to do this, call RPG for help.
 - o If smoke is coming out of the front of the fireplace, put out the fire immediately and ventilate the house.
 - o Do not use soft woods in fireplaces such as pine, fir, and redwood because they cause a coating in the flue, which can cause house fires. Use hardwoods such as oak, almond, walnut, etc.
 - o Do not overfill the fireplace and create a blazing fire that could cause damage to the firebox or cause a house fire.
 - o Use a fireplace screen at all times when using the fireplace to prevent damage, particularly to the carpet.
- d. Basic insect control. Tenants are responsible for basic insect maintenance. If you have insects in the home, you may hire an exterminator or you may choose to purchase pesticides at a hardware store and use them yourself. When storing pesticides, be careful for the safety of children and animals at all times. Follow the instructions carefully for any product you purchase. If the insect problem persists, or if there is a major insect problem that existed prior to you taking possession, submit a maintenance request.
- e. Rodent control. If you have ordinary mice, you can purchase several common controls at grocery or garden supply stores. If you see rats or large rodents, submit a maintenance request.
- f. Landscape and watering. Where indicated on your Lease, and in accordance with applicable water use ordinances, maintain exterior landscape by mowing, trimming, weeding, fertilizing, and watering. If there are sprinklers, monitor the level of water needed and if necessary, contact RPG for additional help or instruction. If you have sprinklers or an irrigation system that is not working, submit a maintenance request. Keep all landscape watered unless a homeowner's association controls it or watering ordinances prohibit watering.
- g. If you have pets, keep them from causing damage and pick up all pet droppings on the property.
- h. Light bulbs. It is the tenant's responsibility to replace light bulbs unless the light bulbs cannot be reached with a small stepladder.
- i. Water filtration systems. If the home is furnished with a water filtration system, Tenant is responsible for changing any water filters and for purchasing new filters. If the refrigerator includes a water filtration system, Tenant is responsible for changing water filters and for purchasing new filters.
- j. Properly dispose of the following:
 - o Toxic waste such as oil, antifreeze, batteries, and solvents
 - o Place garbage in the proper receptacles provided and in accordance with city and/or county rules
 - o Christmas trees
- k. Holiday decorations and lights.
 - o Hang lights and decorations properly and carefully.
 - o Before hanging, check for bad plugs and loose wires. If you find defects, dispose of the lights.
 - o Only use lights and decorations during holiday seasons; remove them immediately when the season ends.

4. TENANT RESPONSIBILITIES FOR CLEANING THE PROPERTY

- a. Kitchens
 - o Keep food cleaned up at all times and clean oven/stove hood vents regularly.
 - o Do not allow grease build up – this can cause fires.
 - o Continuous clean ovens: Clean regularly. If the oven is a continuous clean oven, do **not** use a commercial oven cleaner. Do not leave oven on and unattended if you leave the house.
 - o Regular ovens that are not continuous or self-cleaning: Use a commercial oven cleaner and follow directions on the product. On self-cleaning ovens. Follow the cleaning directions, usually located on the top of the stove/oven.
 - o If you do not know the type of oven you have, call RPG for help.

- b. Bathrooms
 - o Prevent mildew and mold from accumulating.
 - o If mildew and mold appear, use a household cleaning product to remove **immediately**.
 - o Keep bathrooms properly ventilated to prevent mildew and mold from developing. Use an exhaust fan or open a window while taking showers and for an extended reasonable time afterward.
 - c. Carpets and flooring. Maintenance and cleanliness of carpets and flooring are the responsibility of tenants during occupancy, when moving, and at their own expense.
 - o Keep floors vacuumed.
 - o Immediately clean up spills to prevent stains and damage.
 - o Do not use wax on vinyl or tile.
 - o Use only hardwood floor cleaners on hardwood floors.
 - o Have carpets professionally cleaned when appropriate; do not use home floor cleaning machines.
 - d. Windows and window furnishings
 - o Maintenance and cleanliness of windows and window furnishings are the tenant's responsibility during occupancy, when moving, and at their own expense.
 - o Wipe all blinds with soft dry cloth or with products designed for blinds.
 - o Close windows against the elements of weather, when appropriate, to avoid damage to interior
 - o Close doors and windows when leaving the residence.
5. TENANT RESPONSIBILITY FOR REPORTING MAINTENANCE PROBLEMS. It is the responsibility of tenants to report repairs and maintenance problems. Tenants may incur financial damages if they fail to report maintenance problems. Tenants should report the following:
- o Any sign of mold in the property
 - o All toilet and faucet leaks and any plumbing backups
 - o Electrical problems
 - o Heating and air conditioning problems
 - o Inoperative smoke detectors
 - o Inoperative carbon monoxide detectors
 - o Faulty appliances
 - o Roof leaks
 - o Broken windows and doors
 - o Fence repair
 - o Malfunctioning sprinklers
 - o Any other necessary repairs or unsafe condition
 - o Major pest control items such as bees, rats, termites or other major infestations
6. TENANT RESPONSIBILITIES AT MOVE-OUT. Please use the following as a guide for cleaning your rental unit when you vacate. At move-out you are not charged for normal wear and tear; however RPG does not consider dirt in any form within the scope of normal wear and tear.
- A. All rooms
 - 1. Remove from walls any nails, tacks, anchors, and window covering hangers that you installed.
 - 2. Clean baseboards and corners, being careful to remove all dust and cobwebs.
 - 3. Clean floors and vacuum carpet.
 - 4. Wash off shelves in closets and remove all hangers and shelf lining.
 - 5. Clean light fixture coverings, around light switches and door frames.
 - 6. Clean out fireplace (if applicable).
 - B. Kitchen
 - 1. Clean oven, oven walls and grills, broiler pan, and storage space.
 - 2. Clean vent-a-hood (run through dishwasher if available).
 - 3. Wipe kitchen cabinets and clean inside, outside, and on top. Remove all liners. Handle drawers in the same manner.
 - 4. Clean refrigerator including crisper, walls, containers. Defrost freezer, removing all water. Unplug and leave the door open. Clean behind, on top and underneath, where possible.
 - 5. Clean sink and counter top.
 - 6. Clean floor.
 - 7. Clean light fixture coverings.
 - 8. Remove all cleaning solution residue.

- C. Bathroom
 - 1. Clean all light fixtures and coverings.
 - 2. Clean medicine cabinet and mirrors (should be free from streaks).
 - 3. Sweep, mop, and clean all vinyl and tile flooring.
 - 4. Thoroughly clean toilet, sink, cabinet, and tub or shower. Remove all cleaning residues.
 - 5. Clean all wall/floor/tub/shower tile, grout and caulk with an appropriate cleaning solution.
 - 6. All soap, dishes, handles, racks, faucets and walls should be free of dirt and stains.

- D. Exterior, basements, out-buildings and yard (if you are responsible for yard maintenance in your lease)
 - 1. Cut, rake, and remove trash and leaves from yard .
 - 2. Sweep off all porches and decks.
 - 3. Sweep out basement, carport, garage and any out buildings, leaving only those items which came with the property.
 - 4. Place all trash, garbage and debris where garbage company instructs for pickup, or remove from property. If you leave items which the garbage company will not accept, have them hauled off at your expense.

- E. Return keys, access cards and remotes. In order to return possession of the unit to Landlord, all keys, access cards and remotes must be returned to a RPG representative. Do not leave the keys, access cards, and remotes in your unit. If you do not hand the keys to a RPG representative, you will continue to incur charges pro-rated by the day according to your Lease.

 Tenant Date

 Tenant Date

 Tenant Date

 Tenant Date

 Ritan Property Group, Inc., Date
 as Agent for Landlord



EXHIBIT C: NOTICE TO VACATE

This Exhibit is a part of the Lease for _____ (the Property) between _____ Tenant(s) and _____ (Landlord), dated _____. Tenant understands that 30 days notice is required to vacate, agrees to use the form below when he or she gives notice, and agrees to be bound by the requirements therein.

Tenant Date Tenant Date

Tenant Date Tenant Date

Ritan Property Group, Inc., Date
as Agent for Landlord

Date: _____

Names of Tenants: _____

Property Address: _____

Lease Date of Expiration: _____ (Check if Lease is month-to-month:)

Move-Out Date: _____

Forwarding Address (needed for security deposit refunds): _____

The above named Tenants and _____ (Landlord) are parties to a Lease regarding the Property. Tenants hereby give notice that they intend to vacate the Property on the move-out date indicated.

To give notice of non-renewal, Tenants agree to do all of the following:

- 1. Give a minimum 30-day notice as of the last day of a calendar month.
- 2. Pay all rent through the minimum 30-day notice period.
- 3. Move out and remove all possessions and occupants from the Property by the Move-Out Date.
- 4. Physically hand keys over to Landlord or Landlord's representative on or before the Move-Out Date.

(Check one:) **NON-RENEWAL: Tenants will pay rent through the expiration date of the Lease (or, if Lease is month-to-month, through a 30-day notice period as of the last day of a calendar month).**

EARLY TERMINATION: Tenants will terminate the Lease early. Tenants agree to pay an early termination fee equal to two (2) month's rent on or before Move-Out Date in addition to meeting the requirements for non-renewal.

If Tenant fails to meet the requirements of non-renewal and chooses not to meet the requirements of early termination, then Tenant defaults under the terms of this lease and Exhibit D, Liquidated Damages, will apply.

The Security Deposit will be refunded in accordance with the laws of the state of Georgia. Tenants understand that if they fail to fulfill their obligations under their Lease, Landlord may submit a negative credit report to a credit-reporting agency.

Tenant

Tenant

Tenant

Tenant

Ritan Property Group, Inc., as Agent for Landlord



EXHIBIT D : LIQUIDATED DAMAGES

This Exhibit is part of the Lease for _____ (the Property) between _____ (Tenant) and _____ (Landlord), dated _____.

In lieu of liability for the remainder of the Lease term for breach of the Lease, the parties agree that Landlord may re-enter the premises as provided by law, *thereby terminating the Lease and terminating Tenant's liability for rent after the date Landlord obtains possession of the property through the end of the Lease term*, and Landlord shall be entitled to recover liquidated damages from Tenant in the amount of _____ as the estimated rent that will come due after Landlord obtains possession of the property through either the end of the Lease term or the re-letting of the property to another Tenant. Said liquidated damages is based on the average number of days that similar properties are vacant and take to lease or re-let as of the date of entering into this Lease.

By selecting Liquidated Damages to determine the Tenant's liability for rent through the remainder of the Lease term, the parties agree that they have evaluated the likelihood that the property may remain vacant for an unspecified or undeterminable period of time based on the average length of time that it takes to ready the property for re-rental, re-market the same, and obtain a new Tenant or occupant for the remainder of the Lease term. The liquidated damages are intended as a reasonable estimate of the lost rent and other costs of re-letting due to Tenant's breach of the Lease and liability for rent as it accrues over the remaining balance of the Lease term. In this respect, the liquidated damages provision shall serve to limit Tenant's liability for future unaccrued rents. The amount of liquidated damages, if applicable, was estimated based on current market rents, estimated future rents, the current occupancy rate, the expected future occupancy rate, the estimated length of time it takes to re-let a property in this particular market, current economic conditions, projected future economic conditions, and the relatively short length of the Lease.

Based on the above factors, the parties have estimated that it will probably take longer than the estimated number of days the property will remain vacant before Landlord is able to re-let the property after obtaining possession due to Tenant's breach. Both parties agree that there are many costs involved in readying the property for re-letting due to the expense of turn-keying the premises, advertising, marketing, and other sales and administrative costs. The election to use a liquidated damages provision in lieu of waiting for accrual of future rents is a convenience and benefit for both Landlord and Tenant as it allows Landlord to render a prompt statement of Tenant's liability for unaccrued rent through the balance of the Lease and it allows the Tenant the certainty of knowing how much he or she will owe while limiting liability for future rents. Tenant acknowledges that he or she has the option of voluntarily terminating the Lease as provided in Section 25 (A) in order to avoid liability for unaccrued future rents and thereby avoid liability for future rents through the remaining term of the Lease.

Said liquidated damages shall be due in addition to any rent or hold-over rent or other fees and charges which have accrued or come due during the time the Tenant remains in possession of the property or which accrues prior to the time Landlord finally obtains possession of the property. Said liquidated damages are in addition to, and not in lieu of, any damages or cleaning fees exceeding normal wear and tear, unpaid utilities, and rental concession pay-backs which are due. The parties agree that the amount of lost rent and cost of re-letting are uncertain and difficult to ascertain, as the length of time it takes to re-let may vary greatly based on the above recited conditions.

By electing to use liquidated damages as the measure of Tenant's liability for the remainder of the Lease term, Landlord agrees to forego its right to allow the property to remain vacant and hold Tenant liable for payment of each month's rent through the remaining term of the Lease or to sue the Tenant for each month's installment of rent as it comes due through expiration of the Lease or to re-enter the premises as provided by law and re-let the same on Tenant's behalf while holding the Tenant liable for any deficiency between the contract rent and rent due through the remaining term of the Lease until the re-letting. However, Landlord reserves and retains all other remedies afforded at law or in equity, whether statutory or contractual, which are not inconsistent with the right to liquidated damages. In the event any court should determine that the liquidated damages provided for herein are unenforceable or illegal, then the court shall strike such portion of this addendum as is deemed unenforceable or illegal, and Landlord shall be entitled to the remedy of re-entering the premises as provided by law and re-letting the property on Tenant's behalf while holding Tenant liable for any deficiency between the contract rent and rent received through the remaining term of the Lease until re-letting of the property on Tenant's behalf.

The liquidated damages provided for herein, in the event that Tenant has breached the Lease and failed to otherwise terminate the Lease as provided by law or as provided in Section 25 (A), are in lieu of, not in addition to, any termination fee or notice fee provided for in Section 25 (A), and Landlord is not entitled to collect any such termination fee or notice fee.

_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Ritan Property Group, Inc., as Agent for Landlord	_____ Date		



EXHIBIT : PET EXHIBIT

This Exhibit is part of the Lease for _____
(the Property) between _____
(Tenant) and _____(Landlord), dated _____.

No Tenant is permitted to have a pet without having signed this Exhibit. Tenants are allowed to keep a pet only under the following terms and conditions, and Landlord shall have the right to terminate Tenants' lease or terminate Tenants' right of possession for a violation of this Exhibit. Tenants are not permitted to add or substitute pets for those described below without prior written consent of Landlord.

Permission is hereby given for Tenants' pet(s), described below, to be kept within subject premises. Tenants shall be responsible for all damage to the subject premises or grounds by reason of having a pet therein or thereon. Landlord may bill Tenants for damage caused by pet, which amount shall be paid no later than the following month's rent. A photo of pet(s) shall be attached to this Exhibit.

Description of Pet(s)

	Type	Breed	Weight	
1. First Pet:	_____	_____	_____	lbs.
2. Second Pet:	_____	_____	_____	lbs.
3. Third Pet:	_____	_____	_____	lbs.

Fees and Security Deposits

Additional Rent: \$ _____

Non-Refundable Pet Fee: \$ _____

Additional Security Deposit: \$ _____ per pet, total \$ _____. If Tenants have already paid a security deposit then this shall be an "additional deposit." Landlord shall have the right to apply all or part of said deposit toward any rent, fees, charges, cleaning, repairs, or damages, and retention of said deposit shall not preclude Landlord from claiming damages, repairs, or cleaning fees in excess of said deposit.

Tenants shall control pet and prevent pet from barking or other behavior which interferes with any neighbor's quiet enjoyment of their premises or disrupts Landlord in carrying out day-to-day business on the property. Tenants shall keep pet, when taken in and out of the premises, on a leash or caged and under full control at all times. Tenants shall not allow pet to attack or bite any other person or pet. Tenants shall not abandon, neglect or abuse their pets in any manner. Pets shall not be tied or tethered to buildings, trees, stakes, or any portion of the premises or grounds. Tenants shall be responsible for cleaning up all pet feces and disposing of same in a clean and sanitary manner.

Tenants agree to abide by all applicable laws regarding the keeping of animals or pets in the areas and locale of the premises, including, but not limited to, leash laws, licensing laws, and laws regarding vaccinations and inoculations. Tenants must provide proof of vaccination of pet, where same is required by law, for communicable diseases prevalent in species of pet, including but not limited to rabies. Exotic, vicious, or dangerous animals are not allowed.

In the event Landlord discovers that the Tenants' pet appears to be abandoned, neglected, abused, unattended, unsupervised, causing damage to the premises, or in need of emergency or veterinary treatment, Tenants grant Landlord the right to take such steps as Landlord deems necessary to protect the animal, protect other persons, and prevent damage to property, including but not limited to entry into the premises and removal of the animal and delivery of same to the county animal control department, the Humane Society, a veterinarian, or a temporary or permanent foster home.

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Ritan Property Group, Inc., as Agent for Landlord Date