

BARBARA SEGNER & ASSOC. INC.
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SAMPLE RESIDENTIAL LEASE CONTRACT

This agreement made DECEMBER 1 2008, between Broker, Barbara Segner Assoc. Inc., as limited agent for owner (hereinafter called lessor) John Doe (hereinafter called lessee). Lessor leases to lessee, and Lessee leases from Lessor, property located at 123 Main Street, Anywhere, GA 00000. The term of this lease shall commence on the 1st DAY OF DECEMBER 2008, and end at 12 noon on the last day of NOVEMBER 2009, unless terminated or extended as herein provided, and upon the following terms and conditions.

RENT:

Rent is payable monthly in advance in the amount of ELEVEN HUNDRED FIFTY AND NO/100 dollars (\$1150.00) per month, by personal check drawn on a local bank, money order, bank or certified check only, during the term of this agreement on the first day of each month at 180 N. McDonough St. Jonesboro, GA 30236. Mailing rent does not constitute payment. It must be received on the FIRST (1st) day of each month at the above stated address by the close of business which is 5PM to be considered paid, except if the 1st falls on a weekend or holiday, then the rent will be accepted on the next business day following the FIRST (1st).

LATE CHARGE:

Time is of the essence of this agreement and if Lessor elects to accept rent after the first (1st) day of the month a late charge of 10% of the monthly rent will be due if said rent is tendered and accepted after the first (1st) day of the month. If a check is returned unpaid by the bank, an additional charge of \$40.00 will be due to cover the expense of processing and the rent will also be considered late and a 10% late charge will be due. Lessor reserves the right to refuse to accept personal checks after one or more of the lessee's personal checks have been returned by the bank unpaid. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations and other terms and conditions of the RESIDENTIAL LEASE CONTRACT. In the event of unpaid rent, or other lease violations, a warrant for possession may be filed. Any rent accepted after the warrant is filed must include any late fees, other outstanding indebtedness under this agreement, and our warrant filing fee of \$145.00, plus the cost of any court filing fees.

SECURITY DEPOSIT:

Lessor acknowledges receipt of ELEVEN HUNDRED FIFTY AND NO/100 (\$1150.00) security deposit for lessee's fulfillment of the conditions of this agreement. Deposit has been placed in Heritage Bank (Acct # 00000000), Broker's interest bearing account worth interest accruing to broker. SECURITY DEPOSIT MAY NOT BE USED FOR FINAL MONTH'S RENT. Deposit will be returned to lessee within thirty (30) days after Property is vacated if:

- (a) Lease term has expired or agreement has been terminated by both parties; and
- (b) All money due Lessor by Lessee has been paid; and
- (c) Property is not damaged and is left in its original condition, normal wear and tear excepted; and
- (d) Carpets are cleaned by professional carpet cleaners, receipt required; and
- (e) Property is left in a clean, ready to rent, condition; and
- (f) Lessee has fulfilled all terms and conditions of this agreement.

Deposit may be applied by Lessor to satisfy all or part of Lessee's obligations and such act shall not prevent Lessor from claiming damages in excess of the deposit. Lessee may not apply the deposit to any rent payment without approval of Lessor. Prior to occupancy, Lessee will be given the right to inspect the property to document its existing condition, in accordance with Georgia law, and shall note in writing on the Move-in/ Move-out Form any existing damages to the property.

Lessee is encouraged to report every condition on or about the property at the time of move-in no matter how slight to establish the condition of the property. Within three (3) business days after the date of the termination of Lessee's occupancy, Lessor will inspect the property and compile a comprehensive list of damages done to the property during Lessee's occupancy. Lessee shall have the right to inspect the property within five (5) business days after the termination of the Lessee's occupancy to ascertain the accuracy of the list. It must be received on the FIRST (1st) day of the month at the above stated address by the close of business which is 5 PM to be considered paid, except if the 1st falls on a weekend or holiday, then the rent will be accepted on the next business day following the FIRST (1st). Lessee may sign said list or sign a written statement listing the items to which he dissents.

RENEWAL TERM:

This agreement shall automatically terminate at the end of the term without necessity of any notice. Any renewal or extension of this agreement must be in writing and signed by both parties.

EARLY TERMINATION:

Lessee may terminate this agreement,

As of the last day of a calendar month, before the expiration of the initial term by:

- (a) Giving Lessor thirty (30) days written notice, plus
- (b) Paying all monies due through date of the termination, plus
- (c) Paying an amount equal to the one month's rent, as liquidated damages, plus
- (d) Returning property in a clean, ready-to-rent condition.
- (e) Paying a \$350.00 administration fee to Barbara Segner Assoc. Inc.
- (f) If lessee is on active duty with the United States military and receives either permanent change of station orders or temporary duty orders for a period in excess of three months, the liability of such person shall not exceed 30 days' rent after written notice and proof of assignment is given.

SUB-LET:

Lessee may not sub-let Property or assign this lease without written consent of Lessor.

FIRE:

If property is made uninhabitable by fire not the fault of Lessee, this agreement will be terminated.

HOLD OVER:

Lessee shall deliver possession of Property in good order and repair upon termination or expiration of this lease. A Lessee holding over shall be considered a tenant at sufferance and in a summary proceeding based upon holding over, the acceptance of rent which accrues subsequent to the commencement of the proceeding will not be a waiver by the Lessor of his right to dispossess the Lessee. The Lessor shall be entitled to both possession of the premises and rent until possession is delivered to Lessor. Rent shall accrue at a 50% increase over the previously agreed upon rent under this lease during the holding over period.

RIGHT OF ACCESS:

Lessor shall have the right to access to Property for inspection and maintenance during reasonable hours. In case of emergency, Lessor may enter at any time to protect life and prevent damage to the Property. During the last 30 days of occupancy, Lessor may place for rent or for sale sign on property to show the Property during reasonable hours. Lessor will attempt to notify Lessee, but has no obligation to do so.

USE:

The property shall be used for residential purposes only and shall be occupied only by the persons named in Lessee's application to lease. Property shall be used so as to comply with all state, county, and municipal laws, ordinances, Declarations, Bylaws, use restrictions, rule and regulations of the community, subdivision and /or Association. Any fines levied against Lessor or Lessor's property due to non-compliance with the foregoing shall be paid by Lessee. Lessee shall not use property or permit it to be used for any disorderly or unlawful purpose.

PROPERTY LOSS:

Lessor shall not be liable for damage to Lessee's property of any type for any reason or cause whatsoever, except where such is due to Lessor's gross negligence. Lessee shall provide evidence of tenant insurance, including liability protection at lease signing.

PETS:

No animals, birds or pets of any kind shall be permitted in Property without written consent of Lessor.

Lessor shall permit:

The animal is a Dog.

The breed is Poodle.

The weight is not more than 10 pounds.

Lessee shall pay a nonrefundable pet fee of \$100.00 per allowed pet. In addition, lessee agrees to have the property treated for ticks and fleas by a professional exterminator upon termination of this agreement. Receipt to be provided for return of security deposit. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law at the option if the landlord. This non-refundable pet fee is taken for the privilege of having a pet on the premises. Any damage caused by the pet will be charged against the security deposit not the non-refundable pet fee.

IDEMNIFICATION:

Owner/Lessor and Lessee agree to indemnify and hold broker harmless against all claims, damages, losses, expenses and/or liabilities arising out of or related to the rental of the property listed above, except those arising from Broker's intentional acts. No Broker shall owe any duty to Lessee or Owner/Lessor greater than is set forth in the Brokerage Relationships in Real Estate Transactions Act.

REMEDIES CUMULATIVE:

All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Lessee, Lessee shall pay to Lessor all expenses incurred in connection therewith.

NOTICES: Any notice required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by the United States 1st class or certified mail.

REPAIRS:

Lessor will make necessary repairs to Property with reasonable promptness after receipt of written notice from Lessee for major deficiencies which create unsafe or untenable conditions. Major repairs include: electrical, plumbing, heating, cooling, built-in appliances or structural defects. Lessee shall make or cause to be made all minor maintenance items inherent in the occupation of any property such as: changing light bulbs and batteries in smoke detectors, resetting circuit breakers and ground fault interrupter (GFI) switches, relighting pilot lights, changing furnace filters, replacing chains and flapper valves in toilets, clearing clogged garbage disposals, and removal of insects, rodents and reptiles, etc. Lessee agrees to pay for any service call if assistance is required with minor maintenance items. If Lessee or his guest or licensees cause any damage beyond normal wear and tear, Lessee agrees to pay Lessor the cost of repair with the next rental payment. Lessee may not remodel or paint or structurally change property or remove any fixture there from without written authority from Lessor. If a refrigerator remains with the property, owner will not repair or maintain. Lessee shall allow owner, his agents and/or contractors access for repairs or inspection during reasonable hours.

ABANDONMENT:

If lessee removes or attempts to remove property from the Property other than in the usual course of continuing occupancy, without having first paid Lessor all monies due, Property may be considered abandoned and Lessor shall have the right, without notice, to store or dispose of any property left on Property by Lessee. Lessor shall also have the right to store or dispose of any of Lessee's property remaining on the property after the termination of this agreement. Any such property shall be considered Lessor's property and title thereto shall vest in Lessor.

MORTGAGEE'S RIGHTS:

Lessee's rights under this lease shall at all times be automatically junior and subject to and deed to secure debt which is now or shall hereafter be placed on the property; if requested, Lessee shall execute promptly any certificate that Lessor may request to specifically implement this paragraph.

RULES AND REGULATIONS:

1. Locks: Lessee is prohibited from adding locks to, or changing or in any way altering locks installed on the doors of the property without written permission of the Lessor. If lessee fails to return the keys to the property, there will be a \$35 re-keying fee charged per cylinder.
2. Non-operative vehicles are not permitted on property. Any such vehicles may be moved by Lessor at the expense of the Lessee, for storage or public or private sale, at Lessor's option, and Lessee shall have no right of recourse against Lessor thereafter.
3. Walls: No large 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 property.
4. Gutters: Lessor agrees to clean leaves and any other materials from gutters, downspouts and roof.
5. The Lessee agrees to maintain the Property in as good of state as he finds it, reasonable wear and tear expected. GOOD HOUSE KEEPING IS EXPECTED OF EVERYONE.
6. Lessee agrees to maintain the lawns and landscaping (including weeding beds) and will be held responsible for any damage caused by lack of water, abuse, or neglect. Lessee agrees not to park vehicles on lawn.
7. Lessee is responsible for any on-going pest control services.
8. Lessee will be responsible for payment of all utilities including garbage, water and sewer charges, electricity, and gas, even if bills remain in owner's name.

LESSOR/LESSEE AGENCY

Lessee acknowledges that Owner/Lessor has entered into a Brokerage Agreement with Broker, and that Broker's policy on agency in the leasing of property is to represent Owner/Lessor's exclusively, and not to represent Lessee's/ Tenants. Listing and leasing Broker is one in the same and said Broker has entered into a client relationship with Owner/Lessor. Broker does not represent lessee. Lessee is a customer of the Broker.

ENTIRE AGREEMENT:

This agreement and any attached addendum constitute the entire agreement between the parties and no oral statement shall be binding.

SPECIAL STIPULATIONS:

The following special stipulations shall control in the event of any conflict with any of the foregoing:

1. Barbara Segner & Assoc. Inc. has acted as agent for the lessor in this transaction. Barbara Segner & Assoc. Inc. relationship with the lessee in this transaction is as specified in the LESSOR/LESSEE AGENCY paragraph above. Barbara Segner & Assoc. Inc. shall be paid a commission by the Lessor of 10% of the monthly rental.
2. If a refrigerator remains on the property. It shall be lessee's responsibility to repair, maintain or replace if unit fails.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized to sign.

BARBARA SEGNER & ASSOC. as agent for lessor,

BY: _____

This agreement accepted this ____ day of _____ 2008.

LESSEE:

Pro-rated Rent: _____ Security Deposit: _____

1st Months Rent: _____ Non-Refundable Pet Deposit: _____