**LEASE FOR RESIDENTIAL PROPERTY**

**(Not to be used for Lease/Purchase Transactions)**

THIS LEASE is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(hereinafter called "Landlord") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "Tenant") in consideration of the mutual covenants herein set forth. Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows: All that tract of land lying and being in Land Lot \_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_ District, \_\_\_\_\_\_\_\_\_\_\_\_ Section of Lumpkin County, Georgia, and being known as Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Dahlonega, Georgia, 30533, according to the present system of numbering in and around this area, being more particularly described as Lot \_\_\_\_\_, Block \_\_\_\_\_\_\_, Unit \_\_\_\_\_\_\_\_, Phase/Section \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ subdivision, as recorded in Plat Book \_\_\_\_\_\_,

Page \_\_\_\_\_, Lumpkin County, Georgia, records together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property." The full legal description of the Property is the same as is recorded with the Clerk of the Superior Court of the county in which Property is located and is made a part of this Lease by reference.

**1. TERM.** The initial term of this Lease shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_ months \_\_\_\_\_\_\_ days beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_

("Commencement Date"), and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_. If the initial term begins on the 2nd day through the 19th day of any month, prorated rent shall be paid at the time of leasing the Property. If the initial term begins on the 20th through the last day of the month, prorated rent shall be paid together with the first full month's rent in advance.

**2. POSSESSION.** If Landlord is unable to deliver possession of the Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted with seven (7) days of the Commencement Date, Tenant may void this Lease and be refunded any deposits paid to Landlord. Landlord shall not be liable for delays in the delivery of possession to Tenant.

**3. 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, at the address set forth herein below (or at such other place as may be designated from time to time by Landlord in writing). Mailing the rent does not constitute payment. Rent must be received by the first of the month at the address set forth in Paragraph 17 herein to be considered paid.

**4. LATE PAYMENT; SERVICE CHARGE FOR RETURNED CHECKS.** Landlord has no obligation to accept any rent not received by the fifth of the month. If Landlord chooses to accept late payment, payment must be in the form of cash, cashier's check or money order and must include a late charge of $\_\_\_\_\_\_\_\_\_\_\_ and, if applicable, a service charge for any returned check of $ \_\_\_\_\_\_\_\_\_. Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

**5. SECURITY DEPOSIT**

 A. Tenant agrees to deposit \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) cash, money

order and/or check with Landlord before taking possession of the Property as security for Tenant's fulfillment of the conditions of this Lease. ("Security Deposit") The Security Deposit is to be deposited (check one) (\_\_\_\_) in Landlord's escrow/trust bank account or (\_\_\_\_) in the general account of Owner at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank, and not in a separate escrow/trust bank account. In the event this Lease provides that the Security Deposit is to be deposited in Owner's general account, Tenant acknowledges and agrees that Owner shall have the right to use such funds for whatever purpose Owner sees fit, and such Security Deposit will not be segregated or set apart in any manner. (In the event that the Security Deposit is to be paid over to Owner, see Exhibit entitled "Security Deposit Held by Owner," attached hereto and incorporated by reference.)

 B. In the event that Landlord is a real estate Licensee or a Broker managing Landlord's property, or if Landlord owns ten (10) or more properties, the Security Deposit shall be placed in an escrow account. Security Deposit to be placed in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ account of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*(Specify escrow or operating accounting) (Specify Landlord or Broker) (Bank)*

Interest earned from said account(s), if any, shall accrue to Landlord.

 C. The Security Deposit will be returned to Tenant within thirty (30) days after Property is vacated if:

 (1) Lease term has expired or Lease has been terminated in writing by the mutual consent of both parties;

 (2) All monies due Landlord by Tenant have been paid;

 (3) Property is not damaged and is left in its original condition, normal wear and tear expected;

 (4) All keys have been returned;

 (5) Tenant is not in default under any of the terms of this Lease; and

 (6) Tenant provides sixty (60) days written notice to vacate.

 The Security Deposit may be applied by Landlord to satisfy all or part of Tenant's obligations and such act shall not prevent Landlord from claiming damages in excess of the Security Deposit. Tenant may not apply the Security Deposit to any rent payment.

 D. Landlord may apply or retain all or any part of the Security Deposit for the payment of any sum which Tenant owes Landlord or for any sum which Landlord may expend for actual damage arising out of or related to Tenant's abandonment of the Property or default in this Lease, including but not limited to any repair, replacement, cleaning or painting of the Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or invitees, guests, or members of Tenants household. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, and shall include with such statement any portion to be refunded.

**6. MOVE-IN/MOVE-OUT INSPECTION.** At the time of possession, Tenant will be given the right to inspect the Property. Tenant shall list any existing damage to the Property on the Move-In, Move-Out Inspection Form attached hereto. Within 3 business days after the date of termination of occupancy, Landlord will inspect the Property and compile a comprehensive list of any damage to the Property during Tenant's occupancy. Tenant shall have the right to inspect the Property within 5 business days after termination of Tenant's occupancy to ascertain the accuracy of the list. Landlord and Tenant shall sign the list. Tenant must sign the list or sign a written statement listing the items to which he dissents.

**7. LEAD-BASED PAINT.** To the extent that any dwelling located on the Property herein was built prior to 1978, Tenant acknowledges that prior to entering into this Lease, Tenant has had an opportunity to review the following: (1) a copy of the federally approved pamphlet on lead poisoning and prevention, entitled "Protect Your Family from Lead in Your Home" and (2) a disclosure by Landlord of the presence of known lead-based paint and/or lead-based paint hazards, if any, in the dwelling as set forth in the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference.

**8. REPAIRS.** Tenant acknowledges that he has inspected the Property and accepts the condition as is. Within a reasonable period of time after receipt of written notice from Tenant, Landlord will repair major deficiencies which create unsafe or uninhabitable conditions. Major repairs shall include: electrical, plumbing, heating, cooling, built-in appliances or structural defects. Tenant shall be responsible for other repairs. Tenant shall not modify, alter, paint, or remodel Property or remove any fixture or other improvements without written permission of Landlord. Tenant shall immediately report to Landlord in writing any hazardous or dangerous condition or circumstance existing in or around the Property.

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**9. EARLY TERMINATION.**Provided Tenant is not in default hereunder at the time of giving notice, 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 original term by:

Tenant A. Giving Landlord 60 days notice on or before the day rent is due as shown in Rent paragraph above; plus

Initials B. Paying all monies due through date of termination; plus

 C. Paying an amount equal to one month's rent; plus

 D. Return Property in a clean and ready-to-rent condition; plus

 E. Paying a $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ administration fee.

 F. 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 9 (C) and 9 (E) shall not apply.

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**10. RENEWAL TERM.** Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. Thereafter, either party may terminate upon 30 days written Tenant notice, except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to 30 days prior to the effective date

Tenant of any increase.

Initials

**11. SUBLET AND ASSIGNMENT.**Tenant may ***NOT*** sublet the Property or assign this Lease ***without the written consent*** of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto and no estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale.

**12. RIGHT OF ACCESS, SIGNAGE.**Landlord shall have the right of access to the Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Property at any time to protect life and prevent damage to the Property. Landlord may place a "for rent" or "for sale" sign in the yard 30 days prior to the end of the Lease term. Landlord may install a lockbox and show the Property to prospective tenants or purchasers during the last 30 days of the Lease term during reasonable hours. In the event Landlord installs a lockbox, Tenant shall secure jewelry and other valuables and agrees to hold Landlord harmless for any loss thereof.

**13. USE.** The Property shall be used for residential purposes only and shall be occupied only by the \_\_\_\_\_\_ (#) persons listed as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable declaration of condominium; declaration of covenants, conditions, and restrictions; bylaws; and rules and regulations. Tenant shall not use or permit the Property to be used for any disorderly or unlawful purpose, including but not limited to: illegal drug trafficking and/or other violations of any controlled substance laws. Landlord may promptly report any suspicious activities to, and cooperate fully with, the appropriate authorities without being deemed to invade the Tenant's privacy, and Tenant waives any claim for such against Landlord.

**14. PROPERTY LOSS.**Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be liable for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence. Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.

**15. DEFAULT.**

 A. If Tenant defaults under any term, condition or provision of this Lease, including, but not limited to, failure to pay rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall have the right to terminate this Lease or to enter and take possession of the Property. Landlord may remove all persons and property and re-rent the Property at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for any deficiency between all rental due hereunder and the price obtained by Landlord on such re-letting. Such termination shall not release Tenant from any liability for any amount due under this Lease.

 B. If Tenant abandons the Property or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease, each and any such breach shall constitute a default under this Lease. If any such default continues for 3 calendar days after Landlord delivers written notice of said default to Tenant, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant.

 C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

**16. ATTORNEY'S FEES AND COSTS OF COLLECTION.** Whenever any sums 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 costs of collection.

**17. INDEMNIFICATION.** Tenant releases Landlord from liability for and agrees to indemnify Landlord against all loses incurred by Landlord as a result of (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Property to Tenant or Tenant's invitees or licensees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against the Property as a result of Tenant's actions.

**18. NOTICES.** Except as otherwise provided herein, all notices, including demands, required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by an overnight delivery service, prepaid, (3) by facsimile transmission (FAX) or (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the Broker representing a party as a client shall be deemed to be notice to that party for all purposes herein. Notices shall be sent to Landlord at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All references to any notice required to be given or due dates for rental payments shall be strictly construed.

**19. MORTGAGEE'S RIGHT.** Tenant's rights under this Lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on the Property. If requested, Tenant shall promptly execute any document that Landlord may request to specifically implement this paragraph. In the event that the Property is foreclosed against or Landlord deeds the Property to a lender in lieu of foreclosure, this Lease shall be automatically terminated.

**20. RULES AND REGULATIONS.**

A. Locks: Tenant is prohibited from adding locks, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. Tenant must return all keys to Landlord before all or part of the security deposit maybe refunded. If all keys to the Property are not returned, Landlord may charge a re-key charge in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

B. Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant, for storage or public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord hereafter.

C. Storage: No goods or materials of any kind or description which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage.

D. Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets maybe placed in walls, woodwork or any part of the Property.

E. The Tenant agrees to maintain the Property in the condition presented at the time of rental, reasonable wear and tear excepted. Good housekeeping is expected of everyone.

F. Tenant shall pay and be liable for all utilities, including charges for garbage, water, sewer, electricity, natural gas, or other applicable heating fuels, as noted below, even if accounts for such utilities remain in the Landlord's name. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips.

G. Tenant agrees to repair or pay for repair and any damages which result from any negligence on Tenant's part from broken water pipes due to below freezing temperatures.

H. ***No pets allowed*** unless the exhibit entitled "Pet Exhibit" is attached. If such exhibit is attached hereto, same is incorporated by reference herein. Notwithstanding any provision contained in said Pet Exhibit, if Landlord permits pets, then Tenant agrees to have the Property treated for ticks and fleas by a professional exterminator upon termination of this Lease (regardless of pet deposit), proof to be provided for return of security deposit. This requirement shall not be waived except in writing, signed by Landlord. Tenant agrees to abide by any and all local laws and ordinances applicable to pet(s) and not allow it to become a nuisance at any time.

I. Tenant shall be responsible for providing renter’s insurance to cover tenant’s belongings. Landlord is not responsible for any loss or damage to tenant’s belongings.

**21. UTILITIES.** Applicable utilities and/or service to be paid by Tenant:

 TENANT TENANT

 UTILITY INITIALS UTILITY INITIALS

 ( ) Water \_\_\_\_\_\_\_\_ ( ) Sewer \_\_\_\_\_\_\_\_

 ( ) Electricity \_\_\_\_\_\_\_\_ ( ) Natural Gas \_\_\_\_\_\_\_\_

 ( ) Garbage \_\_\_\_\_\_\_\_ ( ) Cable Television \_\_\_\_\_\_\_\_

 ( ) Telephone \_\_\_\_\_\_\_\_ ( ) Other \_\_\_\_\_\_\_\_

Landlord may, at his option, pay utilities and charge to Tenant with next month's rent.

**22. ABANDONMENT.**If Tenant removes or attempts to remove personal property from the Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, the Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on the Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on the Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.

**23. DISCLAIMER**. 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 Brokers shall not be responsible to advise Tenant and Landlord on any matter, including but not limited to the following: insurance; the proper handling of any security deposit; the creditworthiness of prospective tenants; any matter which could have been revealed through a survey, title search or inspection of the Property; the condition of the Property, any portion thereof, or any item therein; the necessity or cost of any repairs to the Property; hazardous or toxic materials; the tax or legal consequences of this Lease transaction; the availability and cost of utilities or community amenities; any matter relating to crime and security in and around the Property; any condition(s) existing off the Property which may affect the Property; and the uses and zoning of the Property whether permitted or proposed. Tenant and Landlord acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto.

**24. BROKERAGE AND AGENCY**. The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage the Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% of the Lease amount, which shall be due and payable upon occupancy. In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive \_\_\_\_\_\_% of the total real estate commission paid hereunder and the Leasing Broker shall receive \_\_\_\_\_\_\_% of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission which they would have otherwise received under the Lease. No Brokers shall owe any duty to Tenant or Landlord greater than is set forth in the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A § 10-6A-1, et seq. Landlord and Tenant agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses and/or liabilities arising out of or related to this transaction except those arising from Broker's intentional wrongful acts. Landlord and Tenant acknowledge that if they have entered into a client relationship with a Broker, that Broker has disclosed on a prior basis (1) the types of brokerage relationships offered by the Broker, (2) any other brokerage relationship which would conflict with the client's interest and (3) the compensation of Broker and whether commissions will be shared with other Brokers. In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker and the broker's affiliated licensees. In this transaction, the relationship of the Listing Broker and the Leasing Broker to the Tenant and Landlord is as specified below.

**Listing Broker**: *[Select A or B below. The section not marked shall not be a part of this Lease]*

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**A. LANDLORD AGENCY:** Listing Broker has entered into a client relationship with Landlord.

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**B. DUAL AGENCY:** Listing Broker has entered into a client relationship with Tenant and Landlord.

**Leasing Broker**: *[Select A, B, C, D or E below. The section not marked shall not be a part of this Lease]*

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**A. TENANT AGENCY:** Leasing Broker has entered into a client relationship with Tenant.

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**B. DUAL AGENCY:** Leasing Broker has entered into a client relationship with Tenant and Landlord.

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**C. LANDLORD AGENCY:** Leasing Broker has entered into a client relationship with Landlord.

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**D. TRANSACTION BROKERAGE:** Leasing Broker has not entered into a client relationship with Tenant or Landlord.

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**E. LANDLORD SUBAGENCY:** Listing Broker has entered into a client relationship with Landlord and has appointed Leasing Broker as its subagent

If dual agency or transaction brokerage is selected above, the applicable disclosure below is incorporated herein. Otherwise, the disclosure(s) is not a part of this Lease.

**Dual Agency Disclosure**

Landlord and Tenant are aware of Broker's dual agency role and have determined that the benefits of Broker's role outweigh the detriments. Landlord and Tenant have been advised (1) that in this transaction the Broker has acted as a dual agent, (2) that the Broker represents two clients whose interests may be different or adverse, (3) that as a dual agent, Broker may not disclose information made confidential by request unless it is allowed or required to be disclosed and (4) that the client does not have to consent to dual agency. The clients referenced above have voluntarily consented to dual agency and have read and understood their brokerage engagement agreements. The Broker and/or affiliated licensees have not material relationship with either client or the nature of it is as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

**Affiliated Licensee Assignment:** The Broker has assigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Selling Licensee) to work with Tenant and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Listing Licensee) to work with Landlord. Each shall be deemed to act for and represent exclusively the party to whom each has been assigned.

**Transaction Brokerage Disclosure**

Landlord and Tenant are aware that if they are not represented by a Broker they are each solely responsible for protecting their own interests. Landlord and Tenant acknowledge that the Broker may perform ministerial acts for either party as a transaction Broker.

**25. MILITARY ACTIVATION**. If Tenant is called to active duty during the term of this Lease, Tenant shall present to Landlord official orders activating Tenant; then and in that event, this Lease shall be controlled by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended in 50 U.S.C.A. §§ 50-591.

**26. 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 described in the "rules and regulations" paragraph hereof 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. Acceptance by Landlord of any late payment of rent or additional rent shall not constitute a waiver of any rights of Landlord, including, without limitation, the right to terminate this Lease as herein provided. The receipt of any rent or additional rent by Landlord with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant or condition of this Lease may be waived by Landlord unless such wavier is in writing and signed by Landlord.

**C. Definitions**. "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property. "Tenant" shall include his heirs and representatives. The terms Landlord and Tenant include singular and plural, corporation, partnership or individual, as may fit the particular parties.

**D. Entire Agreement.** This lease and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.

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

**□** (Mark box if additional pages are attached.) **TENANT**

 **INITIALS**

 **1. NO PETS - Cats, Dogs, etc \_\_\_\_\_\_\_\_**

 **2. NO PARTIES \_\_\_\_\_\_\_\_**

 **3. ALL Windows must have drapes or blinds**

 **and must be put inside window frame. \_\_\_\_\_\_\_\_**

 **4. NO Chairs or any items on front side of Townhomes or Apts.**

 **Plants are permitted. \_\_\_\_\_\_\_\_**

 **5. NO Satellite Dishes of any kind allowed, EVER!!!!**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LANDLORD or Authorized Agent for Landlord TENANT SS# / FEI#

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LANDLORD or Authorized Agent for Landlord Print Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone # for Emergency Repairs TENANT SS# / FEI#

Landlord's Address for notices and mailing of rent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name:

406 E. Main Street, Unit C Dahlonega, Georgia 30533

 TENANT(s) Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 TENANT SS# / FEI#

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 Print Name:

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