

LEASE AGREEMENT

Lease agreement made *[date of agreement]*, between *[name of lessor]*, of *[address of lessor]*, ("lessor"), and *[name of lessee]*, of *[address of lessee]*, ("lessee").

1. LEASE OF PREMISES; RENT

By this lease agreement, lessor leases to lessee the premises situated at *[address of premises]*, more particularly described as follows: *[legal description]*, together with all appurtenances, for a term of *[number]* years, to commence on *[date of commencement of lease]*, and to end on *[date of end of lease]*, at *[time]*. Lessee agrees to pay, without demand, to lessor as rent for the demised premises \$*[dollar amount of monthly rent]* per month in advance on the *[ordinal number]* day of each calendar month beginning on *[date of first payment]*, at *[address of lessor]*, or at such other place as lessor may designate.

2. SECURITY DEPOSIT

On execution of this lease, lessee deposits with lessor \$*[dollar amount of deposit]*, receipt of which is acknowledged by lessor, as security for the faithful performance by lessee of the terms of this lease agreement, to be returned to lessee, *[OPTIONAL: without interest]*, on the full and faithful performance by lessee of the provisions of this lease agreement.

3. QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants contained in this lease agreement; lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. USE OF PREMISES

The demised premises shall be used and occupied by lessee exclusively as a private single-family residence. Neither the premises nor any part of the premises shall be used at any time during the term of this lease by lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected to the demised premises, during the term of this lease. **This lease agreement is subject to all the terms and provisions of the Kedron Hills Community Association, Inc. governing documents and that any failure by the tenant or lessee under this lease agreement to comply with the terms and conditions will be treated as a material default and breach of this lease agreement.**

5. NUMBER OF OCCUPANTS

Lessee agrees that the demised premises shall be occupied by no more than *[number]* persons, consisting of *[number]* adults and *[number]* children under the age of *[number]* years, without the prior, express, and written consent of lessor.

6. CONDITION OF PREMISES

Lessee stipulates that *[he/she]* has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, good repair, safe, clean, and tenantable condition.

7. ASSIGNMENT AND SUBLETTING

Without the prior, express, and written consent of lessor, lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part of the premises. Consent by lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of lessor, or an assignment or subletting by operation of law, shall be void and shall, at lessor's option, terminate this lease.

8. ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior, express, and written consent of lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between lessor and lessee, be the property of lessor and remain on the demised premises at the expiration or earlier termination of this lease.

9. DAMAGE TO PREMISES

If the demised premises, or any part of the demised premises, shall be partially damaged by fire or other casualty not due to lessee's negligence or willful act or that of lessee's employee, family, agent, or visitor, the premises shall be promptly repaired by lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. However, if the leased premises should be damaged other than by lessee's negligence or willful act or that of lessee's employee, family, agent, or visitor to the extent that lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

10. DANGEROUS MATERIALS

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.

11. UTILITIES

Lessee shall be responsible for arranging and paying for all utility services required on the premises, except that water and garbage service shall be provided by lessor.

12. MAINTENANCE AND REPAIR

Lessee will, at *[his/her]* sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal of this lease. In particular, lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Lessee shall, at lessee's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items shall have resulted from lessee's misuse, waste, or neglect or that of lessee's employee, family, agent, or visitor. Major maintenance and repair of the leased premises *[OPTIONAL: involving anticipated or actual costs in excess of \$ [minimum dollar amount of repair cost per incident that shall be responsibility of lessor] per incident]* not due to lessee's misuse, waste, or neglect or that of lessee's employee, family, agent, or visitor, shall be the responsibility of lessor or lessor's assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by lessee or at lessee's direction without the prior, express, and written consent of lessor.

13. ANIMALS

Lessee shall keep no domestic or other animals on or about the leased premises without the prior, express, and written consent of lessor.

14. RIGHT OF INSPECTION

Lessor and lessor's agents shall have the right at all reasonable times during the term of this lease and any renewal of this lease to enter the demised premises for the purpose of inspecting the premises and all building and improvements on the premises.

15. DISPLAY OF SIGNS

During the last *[number]* days of this lease, lessor or lessor's agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

16. SUBORDINATION OF LEASE

This lease and lessee's leasehold interest under this lease are and shall be subject, subordinate, and inferior to any liens or encumbrances now or later placed on the demised premises by lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. HOLDOVER BY LESSEE

Should lessee remain in possession of the demised premises with the consent of lessor after the natural expiration of this lease, a new tenancy from month-to-month shall be created between lessor and lessee which shall be subject to all the terms and conditions of this lease agreement but shall be terminable on *[number]* days' written notice served by either lessor or lessee on the other party.

18. SURRENDER OF PREMISES

At the expiration of the lease term, lessee shall quit and surrender the demised premises in as good a state and condition as they were at the commencement of this lease, reasonable use, and wear and damages by the elements excepted.

19. DEFAULT

If any default is made in the payment of rent, or any part of the rent, at the times specified in this lease, or if any default is made in the performance of or compliance with any other term or condition of this lease, the lease, at the option of lessor, shall terminate and be forfeited, and lessor may reenter the premises and remove all persons from the premises. Lessee shall be given *[OPTIONAL: written]* notice of any default or breach. Termination and forfeiture of the lease shall not result if, within *[number]* days of receipt of the notice, lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. ABANDONMENT

If at any time during the term of this lease lessee abandons the demised premises or any part of the demised premises, lessor may, at *[his/her]* option, enter the demised premises by any means without being liable for any prosecution for such entering, and without becoming liable to lessee for damages or for any payment of any kind whatever, and may, at lessor's discretion, as agent for lessee, relet the demised premises, or any part of the demised premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at lessor's option, hold lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by lessor by means of the reletting. If lessor's right of reentry is exercised following abandonment of the premises by lessee, then lessor may consider any personal property belonging to lessee and left on the premises to also have been abandoned, in which case lessor may dispose of all such personal property in any manner lessor shall deem proper and is relieved of all liability for doing so.

21. BINDING EFFECT

The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties. All covenants are to be construed as conditions of this lease.

22. GOVERNING LAW

This lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

23. TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this lease agreement.

24. ATTORNEY'S FEES

If any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the attorney's fees of the successful party.

25. ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this lease agreement.

26. MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

Each party to this lease agreement has caused it to be executed at *[place of execution]* on the date indicated below.

[Date]

LANDLORD:

Sworn and subscribed to before me this
_____ day of _____, 2009.

[Name of Landlord]

Witness

Notary Public

[NOTARY SEAL]

TENANT:

Sworn and subscribed to before me this
_____ day of _____, 2009.

[Name of Tenant]

Witness

Notary Public

[NOTARY SEAL]