

REAL ESTATE LEASE AGREEMENT

This Lease Agreement (this "Lease") made this _____ day of _____ is made effective as of _____, by and between _____ ("Landlord") and _____ ("Tenant/s"). The parties agree as follows:

PREMISES: Landlords, in consideration of the lease payments provided in this Agreement, leases to Tenant/s:

(The "Premises") located at:

1. **TERM:** The lease term shall commence on _____ and shall terminate on _____
2. **POSSESSION:** If there is a delay in delivery of possession by the Landlords, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then tenants may void this agreement and have full refund of any deposit. The Landlords shall not be liable for damages for delay in possession.
3. **RENT:** Tenants shall pay to Landlords rent of _____ dollars _____ (\$ payable) in advance, on the first day of each month. Such payments shall be made to the Landlord at _____ as may be changed from time to time by Landlord.
4. **LATE PAYMENTS:**
 - a. Tenants shall be charged \$30.00 for each check that is returned to the Landlord for lack of AND OTHER _____ sufficient funds. If your bank returns a check for NSF or any other reason, we will no longer accept a check as Payment for rent, only a money order.
AND CHARGES:
 - b. Tenants shall be in DEFAULT under this agreement if the rent is not paid by the fourth day after the rent due date. The Tenants shall pay \$10.00 PER DAY AS LATE CHARGE for each day the rent shall remain unpaid BEGINNING THE SECOND DAY that it is past due.
 - c. In the event that the Landlords must make collection of rent at the residence, the Tenants shall pay a (\$10.00) collection fee for each such attempted collection.
 - d. Any charges for rent, repairs or any other damages sustained by the Landlords under the terms of the agreement, that are not covered by the security deposit and that are not paid within (7) days after vacating premises, shall earn interest thereafter at the rate of 25% per annum.
5. **SECURITY:** At the time of signing of this Lease, Tenants shall pay to Landlords, in trust, the sum of (\$ _____). This deposit shall be held and

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disbursed for Tenants damages to the Premises (if any) as provided by law. At the termination of this lease the security deposit may be used to pay for any damages to property beyond ordinary wear and tear, and the expense of cleaning, if the property is vacated in an unclean condition. THE SECURITY DEPOSIT MAY NOT BE USED FOR OR AS PARTIAL PAYMENT OF THE FINAL MONTH'S RENT. The balance, if any, of this deposit shall be returned to Tenants within twenty days after termination of this lease provided:

- a. No damages exist above normal wear and tear.
 - b. Walls, floors, appliances, bathroom fixtures, windows, window blinds, etc. must be cleaned and ready for new resident.
 - c. Thirty- (30) day written notice has been given to Landlords.
 - d. Tenants allows Landlords to show premises by appointment during 30 day notice period.
 - e. All moneys due Landlords by Tenants have been paid.
 - f. Tenants must have paid all final bills on utilities and services that have been their responsibility under this agreement. The Tenants Security Deposit may be applied by Landlords to satisfy all or part of Tenants obligations. And such act shall not prevent Landlords from claiming damages in excess of the deposit.
6. **CONDITION:** Tenants accept the premises in its present condition. If the Tenants shall find the conditions unsatisfactory, then they shall deliver to the Landlords a written statement of the discrepancies within four (4) days after taking possession. Otherwise, it will be conclusively presumed that the inventory and conditions are correct and Tenants will be responsible for all loss, breakage, burns and other damage not designated.
7. **KEYS:** All keys issued to Lessee hereunder shall be returned or the replacement cost thereof paid by Lessee when Lessee vacates Premises. Resident also agrees to pay \$50 for re-keying locks if all keys are not returned.. Number of keys issued: 2 sets of keys issued.
8. **LOCKOUT:** If the Tenants become locked out of the Premises, \$25.00 will be charged to gain re-entry.
9. **FURNISHINGS:** The lease of the Premises includes: the refrigerator, electric oven/stove unit, all blinds, ceiling fans, the water heater, all HVAC equipment, interior and exterior doors, all water fixtures. Tenants shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.
10. **STORAGE:** Tenants shall be entitled to store items of personal property in storage location during the term of this Lease. Landlords shall not be liable for loss of or damage to such storage items.

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11. **OCCUPANTS:** The Premises may not be occupied by more than 5 person(s), consisting of 2 adults and 3 children, unless the prior written consent of the Landlords is obtained.
12. **RENEWAL:** Unless the parties sign another Lease hereto or unless written notice of termination is given by either party at least 30 calendar days before expiration of the term or this Lease. This Lease shall be automatically extended on a year-to-year basis after the expiration of the initial term hereof without the execution of any new Lease or other instrument whatsoever. If Lessor desires to increase the rental payable hereunder for any such upcoming extension term and, unless Lessee promptly otherwise notifies Lessor or Agent, then Lessor and Lessee shall enter in a new lease for such extension term at such increased rental. If Lessee does promptly notify Lessor or Agent that Lessee shall not accept such increased rental, then the term of this Lease shall not be extended and shall terminate as set forth herein.
13. **USE OF/ PREMISES/ ABSENCES:** Tenants shall occupy and use the Premises as a dwelling unit. Tenants shall notify Landlords of any anticipated extended absence from the Premises not later than the first day of the extended absence.
14. **REMODELING:** Tenants shall have the obligation to conduct any remodeling, not including construction (at Tenant's expense) that may be required to use the Premises as specified above, and may add such fixtures (lights, fans, etc.) on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such remodeling shall be undertaken only with the prior written consent of the Landlords, which shall not be unreasonably withheld. At the end of the lease term, Tenants shall be entitled to remove (or at the request of Landlords shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.
15. **REPAIRS:** During the period of their tenancy the Tenants agrees to maintain this property in as good state as they find it, ordinary wear and tear excepted, and will have repaired at their expense, any damage, done to the water and electrical fixtures. Replace all broken glass. Keep sinks, lavatories, commodes and sewer lines open. Repair any plumbing, heating or air conditioning that may be damaged by their negligence.
16. **USE & MAINTENANCE:** Residence shall be used for residential purposes only and shall be occupied only by the persons named in Tenant's application to lease. The presence of an individual residing on the premises who is not listed on this rental agreement will be sufficient grounds for termination of this agreement. Tenants agree not to violate any State laws, statutes, or County ordinances, not to commit, suffer or permit any waste or nuisance in, on, or about same premises in a good, clean and sanitary condition, use the premises for no unlawful, immoral or hazardous purpose. **LAWNS, SHRUBBERY and YARD TO BE KEPT IN GOOD ORDER BY THE TENANTS.** Trash to be removed from interior of home at proper intervals and stored in proper containers for pickup.

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17. **SUBLETTING:** Tenants further agree that they will not assign, sublet or transfer said premises or any part thereof without Landlord's consent, endorsed in writing.
18. **FIRE & CASUALTY:** The Landlords shall not be liable for any loss of property by fire, theft, and burglary or otherwise from said premises or building. The Landlords shall not be liable for any accidental damage to person or property in or about the same premises or building resulting from electrical wiring, water, rain, wind or snow, which may come into or issue or flow from any part of said premises or building or from the pipes, plumbing, or any electrical connections thereof or by any other cause whatever. And Tenants shall make no claim for any such loss or damage. Tenants acknowledge that they are aware that they are responsible for obtaining desired insurance for fire, theft, liability, etc. on Tenants' own possessions, family and guests.
19. **UTILITIES & SERVICES:** Tenants shall be responsible for all utilities and services in connection with the Premises with the following exceptions: the landlord shall provide water service and annual pest service.
20. **PETS:** NO PETS ARE ALLOWED WHATSOEVER ON THE PREMISES AT ANY TIME. IF AN ANIMAL (CAT OR DOG OR OTHER) IS FOUND TO BE ON THE PREMISES YOUR LEASE WILL BE TERMINATED. THIS IS STRICTLY ENFORCED. (WE DON'T CARE: IF YOU ARE WATCHING A PET FOR ANOTHER PERSON. NO ANIMALS.) YOU WILL AUTOMATICALLY FORFIT YOUR DEPOSIT.
21. **RIGHT OF ACCESS:** The Landlords shall be allowed to enter premises at reasonable times to inspect, redecorate, remodel, and show the premises to prospective tenants, purchasers or representatives of insurance or lending institutions or to make repairs. However, in no event, shall repairs made by the Landlords be deemed a waiver of the Landlords' rights to hold Tenants liable therefore in case of emergency. Landlords may enter at any time to protect life and prevent damage to the property.
22. **DEFAULT:** If Tenants should fail to pay the rent herein stipulated, promptly when due, to the Landlords or should Tenants fail to comply with any one or all other provisions or upon the adjudication of Tenants in Bankruptcy, then in any of said cases, the rent for the UN-expired term, with attorney's fees, shall immediately become due, and the Landlords may, at their option, cancel the lease or re-enter and let the premises for such price and on such terms as may be immediately obtainable and apply the net amount realized to the amount due by the Tenants.
23. **EARLY TERMINATION:** Provided resident is not in default hereunder at the time of giving the notice and strictly complies with all of the provisions of this paragraph, resident may terminate this agreement before the expiration of the original term by:
 - a. Giving management sixty (30) days written notice on or before the first day of a month in the lease term: plus
 - b. Paying any monies due through date of termination: plus
 - c. Paying a cancellation fee of \$75 per month for the duration of the lease during the first year, \$50 a month for the duration of the lease after the first year.

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- d. Forfeiting the security deposit to be applied to turnkey and preparation in new residency.

24. **TERMINATION AND RELENTING BY LESSOR OR AGENT:** If Lessee defaults for three calendar days after written notice from Lessor or Agent of default by Lessee in the payment of rental due or otherwise defaults under any term, condition or provision of this Lease: or if Lessee fails to reimburse Lessor for any damages, repairs or plumbing service costs when due under this Lease: or if Lessee shall abandon Premises: or if Lessee or any other occupant of guest in Premises shall violate or fail to comply with any term, condition or provision of this Lease or any of the Apartment Rules and Regulations hereinafter set forth in this Lease, as such rules may be reasonably changed or additional rules imposed and Lessee or, without terminating this Lease, to enter upon and take possession of Premises, removing all persons and property therefrom and, as Lessee's agent, to re-rent Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any terms Lessor or Agent deems proper; Lessee shall be liable to Lessor for any deficiency between all rental due hereunder and the price obtained by Lessor on such reletting. Such termination shall not release Lessee from liability for any unpaid rentals under this Lease, past or future.
25. **EVICITION:** If the rent called for has not been paid after it has become due, then the Landlords shall automatically and immediately have the right to take out a Dispossessory Warrant and have the Tenants, and their possessions, evicted from the premises. Whenever under the terms hereof the Landlords is entitled to possession of premises, the Tenants will at once surrender same to the Landlords in as good condition as was presented in _____(date), ordinary wear and tear excepted, and the Tenants will remove all of the Tenant's effects therefrom. The Landlords may forthwith re-enter premises and repossess their selves thereof and remove all persons and effects there from, using such force as may be necessary without being guilty of forcible entry or detained, trespass or other fort.
26. **SERVICE OF NOTICES:** The Tenants hereby appoints as their agent to receive the service of all dispossessory or distraint proceedings and notices there under, and all notices required under this lease, the person in charge of occupying premises at the time, and if no person be in charge of occupying the same, then such service or notice may be made by attaching the same on the front entrance to premises.
27. **ABANDONMENT:** The Tenants remove or attempt to remove property from the premises other than in the usual course of continuing occupancy, without having first paid the Landlords all moneys due, the residence may be considered abandoned, and the Landlords shall also have the right to store or dispose of any of the Tenant's property remaining on the premises after the termination of the agreement. Any such property shall be considered the Landlord's property and title hereto shall vest in the Landlord. The Landlords may, at his option, declare this lease forfeited and re-rent said premises without any liability to resident whatever.

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28. **MORTGAGEE'S RIGHTS:** The Tenants rights shall be subject to any bona fide mortgage or Deed to Secure Debt which is now or may hereafter be placed upon the premises by the Landlords.
29. **LOCKS PARKING:**
- a. Locks: Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors, without the written consent of the Landlords. All keys must be returned to the Landlords upon termination of the occupancy.
 - b. Parking: Vehicles are NOT permitted on the front lawn, nor are vehicles permitted on the back or side lawns. Non-operative vehicles are NOT permitted on premises. Any such non-operative vehicle may be REMOVED by the Landlords at the EXPENSE OF THE TENANTS, for storage or public or private sale, at the Landlords' option, and the Tenants shall have NO RIGHT OF RECOURSE against the Landlords therefore.
30. **CREDIT:** The Tenants agree if they have falsified any statement on the credit application, the Landlords has the right to terminate the rental agreement immediately, and further agrees that the Landlords shall be entitled to keep any Security Deposit and any prepaid rent as liquid damages. The Tenants further agree, in the event the Landlords exercises its option to terminate rental agreement, they will remove themselves, and possessions from the premises within 24 hours of notification by the Landlords of the termination of this Lease. The Tenants further agree to indemnify the Landlords for any damages to property of the Landlords, including but not limited to, the cost of making residence suitable for renting to another resident, and waives any right of "set-off" for the Security Deposit and prepaid rent which was forfeited as liquidated damages. The Landlords and the Tenants agree that the Tenant's representations in said Credit Application shall be considered inducements to Management to execute this agreement.
31. **FAILURE OF MANAGEMENT TO ACT:** Failure of the Landlords to insist upon compliance with terms of this Agreement shall not constitute a waiver of any violation.
32. **REMEDIES:** 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 the Tenants, the Tenants shall pay to the Landlords all expenses incurred in connection therewith. The acceptance by the Landlords of partial payments of rent due shall not constitute a waiver of any rights of the Landlords nor affect any notice of legal proceedings in unlawful detainee theretofore given or commenced. Upon breach of this lease by the Tenants, the Landlords, besides other rights and remedies he shall have all of the following remedies:
- a. The remedies provided by the State of Georgia.
 - b. The right by mailed or delivered notice to the Tenants, to terminate this lease instantly.
 - c. The right to enter the premises and take possession of non-exempt personal property of the Resident then found in the premises pursuant to the laws of the State of Georgia.

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33. **ATTORNEYS FEES:** In the event that it is necessary to retain an attorney to enforce the terms of this Agreement, the Landlords then shall be entitled to reasonable attorney's fees and Court costs required to do so.
34. **AUTHORITY:** If this agreement is not signed by all the Tenants named herein, the one person signing, warrants that he/she has the authority to sign for the other.
35. **TERMINATION UPON SALE OF PREMISES:** Notwithstanding any other provision of this Lease, Landlords may terminate the lease upon thirty days written notice to Tenants that the Premises have been sold.
36. **HEADINGS:** Headings are for convenience and do not limit or amplify the terms of this Lease.
37. **DEFINITIONS:** "Lessor" as used in this Lease shall include Lessor. Lessor's heirs, executors, administrators, legal representatives and successors in title to Premises: "Lessee" shall include Lessee, Lessee's heirs, executors, administrators, legal representatives and, if this Lease shall be validly assigned or sublet, shall also include Lessee's assignees and sub-lessees. "Agent shall include Agent, successors and assigns. Lessor, Lessee and Agent include male, female, singular, Plural, corporation, partnership or individual, as may fit the particular parties. The captions used herein are merely descriptive of some matters contained therein and do not necessarily describe the contents of each paragraph.

It is understood and agreed the terms the Landlords and the Tenants shall include the executors, administrators, successors, heirs and assigns of the parties hereto, and the term Landlords shall include managers, janitors, maintenance and repair persons, and other agents for the Landlords.

TENANTS ACKNOWLEDGE

- a. That they/he/she have read this agreement and has/have relied upon any oral provisions of warranties made by the Landlords.
- b. That the statements set forth in the rental/credit application are true.
- c. That they/he/she understands the rules and regulations which are for the purpose of protecting the premises and providing for the well-being of all occupants of the premises and the Tenants will in all respects comply with the provisions of this agreement.
- d. Receipt of and executed copy of this agreement, IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first written above.

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In Witness whereof, the parties have executed or caused this Lease to be executed by authorized officials in duplicate the day and year first above written.

Individually and as Agent for Lessor (print and sign)

By: _____
Agent

By: _____
Lessee

Office Address: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone number to report emergencies: _____

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