

LEASE AGREEMENT

Premises: \_\_\_\_\_

Landlord: \_\_\_\_\_

Tenant(s): \_\_\_\_\_

\_\_\_\_\_

Address of Property: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Renewal Option Deadline: January 31, 2007 Occupancy: \_\_\_\_\_ Persons.

Lease Term: \_\_\_\_\_, \_\_\_\_\_, at 12:00 p.m., until \_\_\_\_\_, \_\_\_\_\_ at 11:59 a.m.

Security Deposit: \_\_\_\_\_ (\$ \_\_\_\_\_), which is deposited in

Escrow Account No.: \_\_\_\_\_ located at \_\_\_\_\_

Total Rent for Term: \$ \_\_\_\_\_, payable monthly at \$ \_\_\_\_\_ per month.

THIS LEASE AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Landlord named above (hereinafter referred to as "Landlord"), and the Tenant(s) names above (hereinafter collectively referred to as "Tenant").

1. **Premises.** Landlord hereby leases to Tenants the Premises described above. The Premises is leased unfurnished and includes that interior of the premises only, and Tenant shall not attach or place any items on the exterior of the Property or in the common areas.

2. **Term.** The initial term of this lease shall be for a period set out above, commencing at the hour and day shown above and ending on the date and year shown above. Landlord shall exercise a good-faith effort with respect to delivering possession of the Premises to Tenant on the Commencement Date. In the event Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, but Landlord does deliver possession within seven (7) days after the Commencement Date, then Rent shall be abated on a daily basis during the period of delay. Landlord shall not be liable to Tenant for any losses or damages related to such failure to deliver timely possession. In the event possession of the Premises is not delivered to Tenant within twenty (20) days after the Commencement Date, then in such event this Lease shall become null and void and no further force or effect whatsoever in law or equity, Landlord shall return the Security Deposit in full to Tenant, and Landlord shall not be liable to Tenant for any losses or damages related to such failure to deliver possession. No estate for years is created hereby and Landlord is only conveying to Tenant a usufruct as defined under Georgia law.

3. **Tenant's Renewal Rights.** Unless limited by special stipulations in this contract, Tenant has an option to renew this Lease no later than the Renewal Option Deadline set forth above. Tenant must be in good standing and not in violation of any covenant of this lease to be able to exercise said option. In the event Tenant exercises this option to renew the lease, the terms and conditions of the new lease will be negotiated between Landlord and Tenant at the time Tenant exercises such option to renew. Otherwise, this lease will terminate and Tenant will vacate the premises no later than 11:59 a.m. on the termination date shown above.

4. **Rent.** Tenant shall pay to Landlord the rent set forth above per calendar month as rental for the Premises (the "Rent"), payable in advance without demand, abatement or set-off, at the office of Agent for the Landlord or at such other place(s) as Landlord may designate, punctually **on or before the first day of each month** during the Lease Term. Rent is considered late if not received by the first day of the month. **IF MAILED, THE RENT AND ALL OTHER SUMS DUE UNDER THIS LEASE SHALL BE MAILED IN SUFFICIENT TIME AND WITH ADEQUATE POSTAGE THEREON TO BE ACTUALLY RECEIVED BY LANDLORD NO LATER THAN THE DUE DATE. ANY RENT NOT ACTUALLY RECEIVED BY LANDLORD ON OR BEFORE THE FIRST DAY OF THE MONTH SHALL BE DELINQUENT AND IN DEFAULT.** Tenant acknowledges that rent is payable in one check only, or cash or money order. Inasmuch as late payment by Tenant to Landlord of Rent or any other sums due hereunder shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain, including, but not limited to, clerical and accounting charges, lost interest, and late charges which may be imposed upon Landlord by the terms of any security deed encumbering the Community, the parties hereby agree that **IF ANY INSTALLMENT OF RENT IS NOT ACTUALLY RECEIVED BY LANDLORD ON OR BEFORE 5:00 P.M. ON THE THIRD (3RD) DAY OF THE MONTH, TENANT SHALL AS ADDITIONAL RENT PAY A LATE CHARGE TO LANDLORD OF TEN (10%) PERCENT. IF TENANT'S INSTALLMENT OF RENT IS NOT RECEIVED BY LANDLORD ON OR BEFORE THE SIXTH (6TH) DAY OF THE MONTH, TENANT SHALL, AS ADDITIONAL RENT, PAY AN ADDITIONAL LATE CHARGE OF FIVE (\$5.00) DOLLARS PER DAY.** Tenant shall pay a \$25.00 handling charge for each dishonored check, and, if appropriate, the late charge set forth above. Returned checks must be redeemed by cashier's check, certified check, money order or cash. All monies received by Landlord shall be applied first to non-

INITIAL: \_\_\_\_\_

rent items, and then to Rent. At Landlord's options, Landlord may require all Rent and other sums be paid in either cash, check, certified check or money order. Should Landlord feel compelled to initiate dispossessory proceedings against Tenant then Tenant shall be obligated to pay a \$100.00 service charge to cover Agent's time and expenses in addition to all court filing fees and expenses.

**5. Partial Payment.** Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction. Nor will Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

Any modification to this lease must be made in a letter signed by the Landlord, in which the Landlord states and agrees to the modification. The Landlord may accept any partial payment any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.

**5a. Additional Rent.** Any additional sums or charges due from Resident because of a breach or violation of this Lease shall be due as additional rent. Such additional sums or charges shall include, but are not limited to, fines, utility payments, maintenance charges, and/or damages exceeding normal wear and tear to the premises or to community property when such damages are caused by Resident or Resident's family, occupants, guests, or invitees.

**6. Security Deposit.** Tenant has deposited with Landlord a Security Deposit in the amount stated above as security for the full and faithful performance and observance by Tenant of each and every term and covenant of this Lease, including, without limitation, the payment of Rent. The Security Deposit shall be deposited by Landlord and maintained in trust for the benefit of Tenant in an interest-bearing escrow account (when applicable), as set forth above. Landlord shall be entitled to all interest earned on the Security Deposit, and in no event shall Tenant be entitled to any interest on the Security Deposit. Tenant agrees that the Security Deposit is not intended to be applied to the last month's (or any month's) rental payment, but that the Security Deposit is intended to provide Landlord a reserve of money out of which repairs or clean-up can be made, if needed. The Security Deposit does not constitute liquidated damages, and does not in any way release Tenant of any liability to Landlord in excess of the Security Deposit. In the event of a sale or other conveyance of the Premises, Landlord shall be entitled to transfer the Security Deposit to the party who acquires the Premises, and from and after such transfer Landlord shall be released of any liability with respect thereto.

Tenant acknowledges receipt (upon Move-In) of a comprehensive Move-In and Move-Out Inspection Agreement (the "Inspection Report") upon which Tenant will list any existing damages to the Premises. Tenant shall either sign the Inspection Report or state specifically in writing any items listed as existing damages. No such written report shall constitute a request for repairs within the meaning of this Lease. If not received, it is the Tenant's responsibility to ask for such form and/or make a comprehensive list of all damages.

Within three (3) business days after the termination of occupancy, or within a reasonable time after such termination of occupancy if Tenant terminates occupancy without notifying Landlord, Landlord shall inspect the Premises and complete the Move-Out Inspection portion of the Inspection Report, listing any damage done to the Premises during the Lease Term which is the basis for any charge against the Security Deposit, and the estimated dollar value of such damage. **Tenant agrees to leave all utilities on until the Move-Out Inspection is completed.** Failure to leave utilities on until the inspection is completed will result in a \$75 charge against the security deposit. Tenant shall have the right to inspect the Premises within five (5) business days after the termination of occupancy in order to ascertain the accuracy of such Inspection Report, and Landlord and Tenant shall sign the Inspection Report; provided however, if Tenant refuses to sign the Inspection Report, Tenant shall state specifically in writing the items thereon to which Tenant dissents, and tenant shall sign such statement of dissent. Tenant acknowledges that one signature on the Inspection Report is sufficient to represent all tenants. Landlord shall deduct from the Security Deposit sums sufficient to compensate Landlord for the following items prior to returning the Security Deposit or any portion thereof to Tenant: (i) any failure to comply with the move-out procedures (the "Move-Out Procedures"), (ii) any damages to the Premises in excess of normal wear and tear, (iii) any damages to the Premises due to the negligence, carelessness, accident or abuse of the Premises, and (iv) any unpaid sums due to Landlord under the terms of this Lease, including without limitation, Rent, late charges, returned or dishonored check charges, unpaid damage claims, pet fees, key replacement charges, charges for removing, packing and storing abandoned, seized or lawfully removed property, court costs, and any actual damages caused by any breach of this Lease by Tenant. The balance of the Security Deposit, if any, together with a written itemized accounting of any deductions which lists the exact reasons for such deductions, shall be mailed by first class mail to Tenant no later than one (1) month after the termination of this Lease or the surrender and acceptance of the Premises, whichever occurs later. Tenant shall notify Landlord in writing of Tenant's forwarding address in order to enable Landlord to return the statement required with respect to the Security Deposit and any appropriate return of any portion of the Security Deposit to Tenant. In the event of more than one (1) Tenant in the premises, the refund of any portion of the Security Deposit shall be calculated without regard to which Tenant paid the Security Deposit and without regard to which Tenant's conduct resulted in any deductions therefrom.

**7. Move-Out Procedures.** Prior to vacating the Premises, Tenant shall fully comply with the terms of the Move-Out Procedures set forth in the Rules and Regulations and Security Deposit Policy attached. Tenant shall otherwise leave the Premises in the same condition as when leased except for ordinary wear and tear. In the event repairs or cleaning are necessary upon inspection of the premises by Landlord, the Landlord may use all or part of the security deposit to offset such expenses. Tenant acknowledges that failure to show up for move-out inspection implies consent with final inspection report as prepared by Landlord.

**8. Pets/Waterbeds/Firearms.** Tenant shall not permit any pet or animal, even temporarily, anywhere on or in the Premises without the prior express written consent of Landlord. Should a pet be found on the premises, Landlord will automatically assess liquidated damages equal to the amount of the security deposit, and require an immediate removal of said pet. It is a violation of this lease for a pet to be on the premises and all remedies, in addition to the above, apply. Tenant is not permitted to have a waterbed in the Premises without the prior written consent of the Landlord. Firearms of any kind, type or description are strictly prohibited on or in the Premises.

9. **Utilities.** Tenant will pay all charges for utilities for Tenant's unit when and as they become due, and Tenant shall make all necessary deposits with the appropriate public utility companies supplying said services. If Tenant fails to pay these charges when due, and if Landlord shall be entitled, but not obligated, to make all or part of such payment, said amount so paid by Landlord shall become immediately due and payable as additional rent hereunder. **No utilities are provided by Landlord under this lease.** Some utilities may be provided by the Property or Association, those utilities provided are, however, subject to change at any time.

10. **Use and Occupancy.** Tenant shall not sublet the Premises, assign this Lease or change roommates except as specified in paragraph twenty two. Tenant shall physically occupy the Premises at all times during the Lease Term, and shall not abandon or vacate the Premises. The Premises shall be used for residential purposes only. In no event shall Premises be used in any of the following manners nor for any of the following purposes: (a) any illegal use in violation of any laws, codes or ordinances, (b) any manner which creates or permits a nuisance or trespass, (c) any manner which vitiates or increases the rate of insurance on the Premises, (d) any manner which produces, reproduces or transmits sounds which are audible outside the Premises, (e) any manner which emits an odor outside the Premises, or (f) any hazardous or wasteful manner. Tenant shall not make any alterations in or improvements to, or paint, wallpaper, drill holes in, install antenna or phone outlets in, or deface or otherwise alter the Premises, of any walls, fixtures, appliances or equipment owned by Landlord in the Premises or Community, or place in the Premises any items which have not been approved by Landlord. Tenants shall not remove any of Landlord's fixtures, appliances, or equipment from the Premises for any reason. Landlord shall initially furnish working light bulbs for Premise sockets; thereafter, light bulbs shall be replaced by Tenant at Tenant's expense.

11. **Patios, Decks and Balconies.** Tenant acknowledges that Barbecue Grills are prohibited. Tenant further acknowledges that decks and balconies have an eight person limit and allowing more than eight persons on deck or balcony at any one time places Tenant in default of the Lease.

12. **Common Areas.** Landlord hereby grants to Tenant a non-exclusive license to use all driveways, walkways, hallways, landscaped areas, and other common areas of the Premises (the "Common Areas"), such usage to be in common with the usage by Tenant and other tenants in the Community and their respective guests, invitees and licensees. Landlord may impose such restrictions on the use of the Common Areas as Landlord deems appropriate. Landlord shall be entitled to control the entry upon the Common Areas by Tenant's guests or agents, furniture movers, delivery men, solicitors or salesmen. Landlord shall have the unrestricted right to increase, reduce, eliminate, relocate or change the size, dimensions, design or location of the Common Areas or any other improvements in the Community from time to time in any manner whatsoever as Landlord shall deem proper. Tenant shall use all Commons Areas in a prudent, inoffensive and non-dangerous manner, and in compliance with the Community Policies. **Tenant acknowledges that parking in the Common Areas may be limited and that Tenant is not guaranteed the right to a parking space in the Common Areas as part of this lease. Tenant acknowledges that Landlord may require the use of parking stickers.** Landlord may promulgate appropriate rules and regulations to solve any parking problems which may arise.

13. **Tenant Acceptance.** Tenant has fully examined and inspected the Premises and the Community, and **Tenant has accepted same "as is" in their existing condition**, without representation or warranty, express or implied, in fact or by law. In no event shall Landlord be liable for any defect in the Premises or the Community, or any limitation on any use thereof. Tenant acknowledges the leased premises and the fixtures contained therein, shall be deemed to be operable and in good repair, clean and acceptable, unless otherwise reported, in writing, to Landlord within 48 hours of the commencement of the lease term.

14. **Security and Liability.** Landlord shall not be liable for losses or damages to Tenant's person or property arising out of or related to theft, vandalism, criminal action, fire, smoke, water, rain, hail, ice, snow, explosion, acts of God, acts of Tenants, others present with Tenant's consent or other Tenants, or any other causes other than the negligence of Landlord. Tenant shall and hereby indemnify Landlord from any liability due to loss or damage to the person or property of Tenant or others present at the Community with Tenant's consent from any cause other than Landlord's negligence. **LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE TENANT'S OWN INSURANCE TO PROTECT TENANT AGAINST ALL OF THE ABOVE OCCURRENCES.** Tenant acknowledges that Landlord has no insurance coverage on the personal possessions of Tenant whether located at the leased premises or the Common Areas. Landlord shall have no duty regarding security at the Community other than to make necessary repairs to door locks and window latches after notice from Tenant. Tenant has inspected all locks and latches and agrees same are safe and acceptable. Landlord shall have no duty to furnish security guards or additional locks or latches. Upon request by Tenant, Landlord shall change Tenant's door lock or install additional locks for a reasonable charge so long as Landlord is provided keys to said additional locks. If Landlord's employees are requested to render services not contemplated by their employment contract, such as moving vehicles or furniture, cleaning, or delivering or accepting deliveries, such employee shall be deemed the agent of Tenant regardless of whether payment is arranged for such service, and Tenant shall and does hereby release and indemnify Landlord from all liability regarding same.

If Landlord furnished an unconnected fire and security detection system for the Premises (the "System"), Tenant shall be entitled, at Tenant's sole election and expense, to activate, connect and pay for any monitoring and inspection services with respect to the System. Landlord has made no representations, covenants or warranties whatsoever with respect to the System, or any protection which may be afforded thereby, or whether System shall prevent fires or intrusions in any or all circumstances and conditions. Tenant shall pay all costs of hook-up, activation, installation, maintenance, repair, replacement, servicing, service calls, false alarms and all other liabilities and charges whatsoever with respect to the System, and Landlord shall have no obligations or liability whatsoever with respect thereto. Nothing in this paragraph shall obligate Landlord to install a fire or security detection system.

15. **Damages by Tenant.** The Premises will be under the exclusive control of Tenant, and Tenant agrees to keep residence in a clean, slightly and sanitary condition and free of all vermin and rodents. Tenant is responsible for the cost of all Pest control efforts. Tenant shall pay to Landlord upon demand the amount of any loss, property damage, or cost of repairs or service incurred by Landlord which is caused intentionally, negligently or by improper use of the Premises or the Community by Tenant, his guests or other at the Premises or

INITIAL: \_\_\_\_\_

Community with Tenant's consent, including damage to the plumbing, electrical, cooling and heating systems. Failure to promptly notify landlord of any maintenance issue shall result in assumption by Tenants(s) of any and all liability to repair said issue and/or additional damages caused by said issue. Tenant shall be responsible for all plumbing stoppages occurring in lines exclusively serving the premises unless such stoppage is caused by faulty design of the plumbing system or clogged lines outside the premises. Tenant shall be responsible for any damage caused by freezing water pipes, if such freezing is the result of Tenant's failure to maintain sufficient heat in the Premises. Tenant is responsible for any charge incurred when reporting a maintenance problem where none exists, i.e., if a repairman investigates a reported problem and there is nothing wrong then that service call charge shall be paid by Tenant.

**16. Repairs.** Tenant shall promptly notify Landlord of the need for any repairs to the Premises which are necessary to maintain the Premises in tenantable condition. Tenant's notification to Landlord of the need for maintenance shall constitute Landlord's notice of entry. Landlord shall, upon actual receipt by Landlord of such notification, act with reasonable diligence in making such repairs, and this Lease shall continue and the Rent shall not be abated; provided, however, that Landlord may require Tenant to pay any money due pursuant to Paragraph 15 with respect to such repairs prior to making such repairs. Landlord may temporarily interrupt utilities service to avoid damage to property or to perform maintenance requiring same. Without Landlord's prior written consent, Tenant will not make any alterations or physical change of any nature in or to the leased premises, either to the exterior or interior. Any alterations or changes which Landlord does permit shall become the property of Landlord, and shall remain on the premises at all times during and after the term hereof. Tenant has no authority to incur any debt or make any charge against the leased premises, or to create any lien against the premises for any work done or materials furnished, or to act as agent for Landlord at any time or for any purpose. Should tenant choose to change locks at any time during this lease, keys must be immediately provided to Landlord. Failure to provide keys to Landlord will inhibit Landlord's ability to maintain property and no repairs will be completed until keys are delivered to Landlord. In the case of an emergency if keys have not been delivered to Landlord, any costs associated with damages by Landlord while gaining entry to the unit will be billed to the Tenant.

**17. Lead-based Paint – Dwellings Built Prior to 1978.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. For any dwelling built prior to 1978, Tenant acknowledges that Tenant has received and read the "Protect Your Family From Lead In your Home" pamphlet.

**18. Holding Over.** Tenant shall promptly vacate the premises and remove all of Tenant's goods and property and shall not remain in possession of the premises after the expiration of this Lease, whether such termination occurs by lapse of time or otherwise. If Tenant holds over and fails to move out on or before the date required under this Lease, the Rent for the holdover period shall be an amount equal to 150% of the rental rate of the last month of the Lease Term, and Tenant shall, and does hereby, indemnify Landlord for any damages or liabilities incurred due to such holdover, and at Landlord's option, Landlord may extend the Lease Term for one month by delivering written notice to Tenant or to the Premises while Tenant is still holding over. Holdover Rents shall be immediately due on a daily basis in advance. Nothing contained herein shall be construed as consent by Landlord to Tenant to hold over.

**19. Abandonment of Leased Premises.** In the event Tenant shall remove or attempt to remove any goods, furnishings, or property from the premises other than in the ordinary and usual course of continuing occupancy without first having paid Landlord all rent, additional rent, and other charges which are due or may become due during the entire term of this Lease, the premises may, at the option of the Landlord, be considered to be abandoned, and Landlord shall have the right, without notice of any kind, to store or otherwise dispose of any property left on or about the premises after the termination of this Lease and any renewal thereof. Any property left on or about the premises shall be considered to be abandoned and the property of Landlord, and title thereto shall be exclusively presumed as having vested in Landlord by virtue of such abandonment. In disposing of said property, Landlord shall be entitled to sell same at any public or private sale, and Tenant hereby releases, holds harmless, and indemnifies Landlord from and against any and all claims to said property and against Landlord. Landlord may be a purchaser at any such sale.

**20. Default.** (a) Tenant shall be in material default under this Lease upon the occurrence of any one or more of the following events or occurrences: (i) if Landlord does not actually receive payment of the full amount of the Rent, or other payments or reimbursements due hereunder, punctually on the due date thereof, including, but not limited to reimbursement for damages, repairs and service costs, or (ii) if Tenant, or Tenant's guests, or others present at the Premises or the Community with Tenant's consent, fail to fully and punctually observe or perform any of the terms or covenants of this Lease or the Community Policies, or (iii) if Tenant is found to be a suspect, is arrested for, or is found guilty of illegal activity.

(b) Upon the occurrence of any one or more of the aforesaid events or material defaults, Landlord may, at Landlord's option, without any demand or notice whatsoever, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of the Premises during the term of this Lease, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this clause less all costs, expenses and attorneys' fees of Landlord incurred in connection with the reletting of the Premises.

(c) Upon the occurrence of any one or more of the aforesaid events or material defaults, Landlord may, at Landlord's option, without any demand or notice whatsoever, (i) pursue any such remedies as are available at law or equity; (ii) allow the Premises to remain occupied and collect Rent from Tenant as the Rent becomes due; (iii) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified was the date herein originally fixed as the termination date of the Lease Term, and all right of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or (iv) without terminating this Lease, Landlord may in Landlord's own name, but as agent for Tenant, enter into and take possession of the Premises through summary dispossession proceedings and, at Landlord's option, remove persons and property therefrom, and such

INITIAL: \_\_\_\_\_

property, in any way be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without Landlord being deemed guilty of trespass or forcible entry or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises as the agent of Tenant with or without advertisement, and by private negotiations, for any term and upon such terms and conditions as Landlord in Landlord's sole discretion may deem proper, and Landlord may clean and paint the Premises and make such alterations and repairs as Landlord may deem necessary or desirable in order to re-let the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises, or for any failure to collect any rent due upon such re-letting. Upon each such re-letting, all rentals received by Landlord from such re-letting shall be applied; first, to the payment of any indebtedness (other than any Rent hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including, without limitation, attorneys' fees and all costs of alterations and repairs; third to the payment of Rent and other charges then due and unpaid hereunder; and the residue, if any, shall be held by Landlord to the extent of and for application in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such re-letting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any deficiency to Landlord as liquidated damages. No such re-letting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord.

(d) Landlord's pursuit of any one or more of the remedies stated in the foregoing Subparagraphs 19 (b,c) shall not preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination.

**21. Tenant Obligations.** It is the intent of the parties hereto that all Rent shall be absolutely "net" to Landlord, and accordingly, all costs, expenses and obligations of every kind related to the Premises, the Community and this Lease which are not specifically assumed by the Landlord under this Lease shall be the responsibility of Tenant, and Tenant shall, and does hereby, release and indemnify Landlord from and against all such costs, expenses and obligations not specifically assumed by Landlord in this Lease. In the event Tenant shall default in the full and punctual keeping, observance or performance of any provision or obligation of Tenant under this Lease, Landlord without thereby waiving such default, may perform same for the account of and at the expense of Tenant (but shall have no obligation to do so), without notice by Landlord to Tenant of Landlord's intention to do so. Any expense incurred by Landlord in connection with any such performance by Landlord for the account of Tenant shall immediately be due and payable by Tenant to Landlord as additional Rent under this Lease. Tenant shall not be entitled to terminate this Lease, nor receive any abatement, deduction, suspension or reduction of, or set-off, defense, or counterclaim against any Rent, it being the intention of the parties that the Rent and all other sums payable by Tenant under this Lease shall continue to be payable in all events unless the obligation to pay same shall be terminated by written agreement of the parties hereto. In the event of more than one Tenant, reference to "Tenant" shall refer to all Tenants collectively, and **each Tenant is jointly and severally liable under this Lease.** Matters or disputes between the Tenants on this Lease must be settled between such Tenants, and Tenants shall not involve Landlord.

**22. Assignment or Subletting.** Tenant shall not be entitled to assign or sublet the premises or any portion thereof without the express prior written consent of Landlord. In the event Landlord consents to any assignment or subletting, the Rent, additional Rent and all other payments hereunder shall be paid by said assignee(s) or subtenant(s) directly to Landlord as they accrue. All rent received from sublessees over and above the lease rental rate shall be paid to Landlord. All assignees and subtenants shall be obligated to comply with all terms and conditions of this Lease, and shall be primarily responsible to Landlord therefore. Any assignment or subletting hereunder shall not relieve Tenant of any liability or obligation including, without limitation, the payment of Rent, additional Rent, and other sums, under this Lease. And consent by Landlord to any assignment or subletting shall not constitute a novation, nor be a waiver of Landlord's right to grant consent for or refuse consent to any subsequent assignment or subletting hereunder.

**23. No Waiver.** No failure by Landlord to timely bill Tenant for any payments hereunder, or to insist upon the strict and timely performance, in any of one or more instances, of any term or covenant herein contained shall be deemed to be a waiver of such term or covenant, nor of any subsequent breach of the same or any other term or covenant herein contained. Any subsequent acceptance by Landlord of any Rent or other sum due hereunder shall not be deemed to be a waiver of any preceding breach or default by Tenant of any term or covenant of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such sum. No covenant, term or covenant of this Lease shall be deemed to have been waived by Landlord unless such waiver be specifically expressed in writing by Landlord. No partial payment or endorsement on any check or any letter accompanying such payment of Rent, nor acceptance by Landlord thereof, shall waive or prejudice Landlord's right to collect the balance of any Rent due under this Lease. After service of any notice of Termination or other notice or commencement of any suit or dispossession or distress proceeding, Landlord may receive and collect any Rent due, and such collection or receipt shall not operate as a (a) reinstatement, continuance, renewal, or extension of the Lease Term, or (b) waiver affecting such notice, suit or proceeding. No part of any Rent paid hereunder shall be returned to Tenant regardless of whether Tenant vacates the Premises voluntarily or at the insistence of the Landlord. The delivery of keys to Landlord, or to any employee, agent, or servant of Landlord shall not constitute a termination of the Lease or surrender of the leased premises.

**24. Right of Entry.** If Tenant is present, Landlord or any serviceman designated by Landlord may enter the Premises during reasonable times for any reasonable business purpose. If Tenant is not present, Landlord or any such serviceman may enter the Premises at reasonable times for the purpose of repairs, inspection, extermination, maintenance, emergency safety or fire inspections, leaving notices, and showing the Premises to prospective Tenants. During any emergency, Landlord or Landlord's representative may forcibly enter the Premises. Nothing contained herein shall obligate Landlord under any circumstances to enter or inspect the Premises.

**25. Community Policies.** Tenant, Tenant's guests and others present at the Community with Tenant's consent shall strictly comply in all respects with the Community Policies. Landlord may make changes to the Community Policies if in writing and posted in the Community or given to Tenant.

INITIAL: \_\_\_\_\_

**26. Litigation Expenses.** If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to file dispossessory or collection proceedings, or to engage attorneys to enforce their rights hereunder, the determination of such necessity to be in Landlord's sole discretion, then Tenant shall be liable and shall reimburse Landlord for all filing fees, court costs, attorneys fees, and a fine of \$100 as a processing fee.

**27. Termination.** No termination of this Lease prior to the normal expiration thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent prior to such termination. Tenant shall not vacate the Premises or exercise any right of termination arising out of any breach by Landlord's of any provision of this Lease due to the condition or state of repair of the Premises or Community. No surrender of the Premises by Delivery of Keys or otherwise shall operate to terminate this Lease unless and until expressly accepted in writing by Landlord.

**28. Release of Tenant.** Tenant shall not be released from this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of co-Tenants, bad health, enlistment in the armed services, or for any other reason.

**29. Successors and Assigns.** The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, legal representatives, and assigns; provided, however, that no assignment or sub-letting by, through or under Tenant in violation of Paragraph 21 of this Lease shall vest in any such assignee or sub-tenant any right, title or interest whatsoever. The term "landlord" as used in this Lease means only the Landlord and his Agent for the time being of the Premises and Community, and upon any sale or conveyance thereof, Landlord named herein shall be and hereby is entirely freed and relieved of all covenants, liabilities and obligations of conveyance. Notwithstanding anything on this Lease to the contrary, Landlord shall have no personal liability hereunder and Tenant shall look solely to the estate and property of Landlord in the Premises for the collection of any judgement or other judicial process arising out of any default or breach by Landlord with respect to any of the terms or covenants of this Lease to be observed or performed by Landlord, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

**30. Notices.** All notices and demands by Tenant to Landlord shall be delivered in writing to the location where Rent is paid, and shall only be deemed delivered upon actual receipt thereof by Landlord. All notices and demands by Landlord to Tenant may be by mail to the Tenant or by personal delivery to Tenant. When the term "Tenant" includes more than one person, such notice shall be conclusively deemed to have been given to all such persons when such notice is given to any one of such persons.

**31. Domicile.** As an inducement to Landlord to enter into this Lease, Tenant represents that the Premises serves as Tenant's residence and domicile under Georgia law.

**32. Time of the Essence.** Time is of the essence of all provisions in this Lease.

**33. Entire Agreement.** This Lease and any exhibits annexed hereto set forth the entire agreement between the parties, and all prior conversations or writings are merged herein and extinguished. No amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. Any provision of this Lease which is invalid shall not invalidate the remaining provisions in this Lease. All provisions of this Lease shall survive the termination of this Lease.

**34. Agent.** Tenant agrees and acknowledges that Parker & Associates is acting as Agent for Landlord.

**35. Special Stipulations.** The following special stipulations shall be binding upon the parties to this Agreement and shall be controlling where in variance with the provisions of the pre-printed language of this Lease:

1. The Security Deposit Policy is attached and made a part of this Lease hereof.
2. The Lease Security Addendum is attached and made a part of this Lease hereof.
3. The Rules and Regulations are attached and made a part of this lease hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person and their respective seals to be affixed hereto, the day and year first above written.

As to Landlord:  
\_\_\_\_\_  
(L.S.)

As to Tenant:  
\_\_\_\_\_  
(L.S.)

Business Address:  
1290 S. Lumpkin St.  
Athens, Georgia 30605

\_\_\_\_\_  
(L.S.)  
\_\_\_\_\_  
(L.S.)  
\_\_\_\_\_  
(L.S.)

Business Phone:  
(706) 546-0600

\_\_\_\_\_  
(L.S.)  
\_\_\_\_\_  
(L.S.)