

## LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") is dated the \_\_\_Day of \_\_\_\_\_20\_\_\_, by and between **TITES ENTERPRISES LLC** as Property Management Company as agent for \_\_\_\_\_, Owner (hereinafter "Landlord"), and \_\_\_\_\_ Tenant(s), (hereinafter "Tenant"). The parties hereto agree as follows:

**WHEREAS**, Landlord is owner or agent for Owner of certain real property and improvements having a street address of; \_\_\_\_\_ (hereinafter "Premises"); and,

**WHEREAS**, Landlord desires to lease the said Premises to Tenant and Tenant desires to lease the premises from Landlord on the terms and conditions as contained herein. Tenant shall be entitled to take immediate possession of the Premises upon the execution of this Lease.

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **TERM:** Landlord leases to Tenant and Tenant leases from Landlord the subject Premises together with any and all appurtenances thereon from \_\_\_\_\_(the Beginning Date), to \_\_\_\_\_(the Expiration Date) and such period of time, together with any renewal periods pursuant to the terms provided herein. If Tenant remains in possession of the Premises with the consent of Landlord after the Expiration Date without executing a new lease agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant that shall be subject to all the terms and conditions hereof, except that rent shall be due and determined by Landlord in its sole and absolute discretion. The Landlord or Tenant may terminate this Lease upon giving at least thirty (30) days written notice to the other party. If Tenant fails to vacate the Premises upon the termination of this Lease the Landlord may exercise any and all rights and remedies available to Landlord at law or in equity.
2. **RENT:** Tenant shall pay rent on the **First (1<sup>st</sup>) day of each month**, in advance, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_).

If Tenant fails to pay the full monthly rent in full by the 5<sup>th</sup> day of each month, Tenant agrees to pay in addition to monthly rental payment an accrued **late fee** of TEN PERCENT OF THE MONTHLY RENT beginning on the **(6<sup>th</sup>) day of the month** or thereafter as late fee. Failure of Landlord to collect the **Late Fee** shall not act as a waiver of Landlord's right to assess and collect the Late Fee for future months. Tenant will also be liable to Landlord for all costs incurred by Landlord in connection with each check tendered to Landlord for payment of any amount due to Landlord in accordance with this Lease if such check is returned to Landlord for any reason, including insufficient funds, closed accounts, etc. All such payments shall be made payable to Landlord and mailed to the address as provided for receipt of rental payments. Tenant agrees that payments pursuant to this paragraph shall be due and payable by certified funds, money order or personal check, without demand, on the 1<sup>st</sup> day of each month and **shall not be paid with cash.** The tenant agrees to be assessed with a fee of **Fifty Dollars (\$50.00)** for personal checks returned by the bank for insufficient funds, closed accounts or otherwise. The \$50.00 fee must be paid immediately upon notice from the Landlord for returned checks for insufficient funds, closed account or otherwise.

3. **SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall pay to Landlord a Security Deposit in the full amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), for the good faith performance of all Tenant's obligations hereunder. Landlord shall hold the Security Deposit in the manner as required by law. The Security Deposit shall be held in trust until the tenant vacates the subject premises. The Tenant shall not deduct or offset any portion of the Security Deposit from or against any amounts due to Landlord. Prior to termination of occupancy, Tenant agrees to provide a forwarding address to which any refund of Security Deposit and correspondence will be mailed. Landlord may pay any refund to any of the undersigned Tenants without obligation to any other named Tenant. **THE SECURITY DEPOSIT MAY NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.**

4. **USE OF PREMISES:** The Premises shall be used and occupied by Tenant and the following household members for residential purposes only:

Name	Age	Relationship

Household members added by birth, adoption or court-awarded custody of a minor may be added to the Lease when appropriate or required. The Premises shall be used exclusively as a private single-family dwelling and no part of the Premises shall be used at any time during the Term by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purposes other than as a private single family dwelling or unit. Tenant shall not allow any person to use or occupy the Premises for more than (7) seven consecutive days without first obtaining Landlord's written consent to such use. All household members listed in or otherwise permitted to reside in the Premises by the paragraph shall be considered Tenants for purposes of the Lease and the word "Tenant" shall mean and include all Tenants. Tenant shall comply with any and all laws, statutes, ordinances, rules, orders and requirements of any and all governmental or quasi-governmental authorities affecting the zoning, cleanliness, use, occupancy and/or preservation of the Premises.

5. **INSURANCE:** Tenant acknowledges that (a) Landlord's Insurance does not insure Tenant against loss of personal property in the Premises due to fire, theft, vandalism or other casualties or causes, and (b) **Tenant is responsible for obtaining "renter's insurance" in such amounts as Tenant may desire on Tenant's own personal property and effects for force and casualty loss and for Tenant's family for liability insurance coverage.**

6. **ASSIGNMENT AND SUB-LETTING:** Tenant shall not assign this Lease or sub-lease or grant any license to use of the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-leasing or license shall not be deemed to be a consent to any subsequent assignment, sub-leasing or license. An assignment, sub-leasing or license without the prior written consent of Landlord or an assignment or sub-leasing by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate any and all rights to occupy the Premises pursuant to this Lease.

7. **ALTERATIONS AND IMPROVEMENTS:** Tenant shall make no alterations or improvements to the Premises or construct any building or make any other improvements on or to the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise

provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease. Tenant shall not disconnect or damage the smoke detector(s) or carbon monoxide detector(s) or remove the battery to either such device without immediately replacing it with a working battery. In the event Tenant believes that any smoke detector or carbon monoxide detector is missing, malfunctioning or needs to be inspected or repaired, Tenant must notify Landlord immediately.

8. **HAZARDOUS MATERIALS:** Tenant shall not place or keep (or permit to be placed or kept) on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
9. **UTILITIES, SERVICES AND APPLIANCES:** Payment of utilities, services and provision of appliances is the responsibility of either Landlord or Tenant as indicated below:

<b>UTILITIES, ETC.</b>	<b>LANDLORD</b>	<b>TENANT</b>
Electricity, Gas, Water, Sewer		X
Refrigerator & Stove	X	
Lawn Care		X
Real Estate Taxes & Property Insurance	X	

10. **MAINTENANCE AND RULES:** Tenant shall promptly notify Landlord of the need for repairs or maintenance during the term of this Lease. Tenant shall furthermore:
- a. Maintain the Premises in a clean and sanitary condition;
  - b. Not leave windows or doors in an open position during any inclement weather;
  - c. Not alter, add or replace any locks on the doors or windows without the prior written consent of Landlord. In the event Landlord provides such consent, the Tenant shall provide Landlord with a key(s) immediately;
  - d. Use lavatories, sinks, toilets and all other water and plumbing apparatus only for the purposes for which they were constructed. Tenant shall not allow any rubbish, sand, rags, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the costs of cleaning or stopped plumbing resulting in misuse shall be charged to the Tenant;
  - e. At all times maintain order in the Premises and at all places on the Premises and not disturb other neighbors in the areas;
  - f. Deposit all trash, garbage, rubbish or refuse in the proper containers and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior for a period of more than 24 hours;
  - g. Abide by and be bound by any and all rules and regulations affecting the Premises that may be adopted or promulgated by any Condominium or Homeowners' Association having control over them, if applicable;
  - h. Take reasonable measures to ensure that mold is not present in the Premises, and notify Landlord upon discovery of mold; and

- i. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, municipal and other authorities, and the fire insurance underwriters and regulators.
11. **PROHIBITED CONDUCT:** Tenant and Tenant's guest may not engage in the following activities: criminal conduct, drug related criminal activities, disturbing or threatening the rights, comfort, health, safety, peaceful enjoyment or convenience of others, manufacturing, delivering or possessing any controlled substance or related paraphernalia, engaging in or threatening violence; possessing a weapon in violation of applicable law; discharging a firearm in violation of applicable law; tampering with utilities or telecommunications; bringing hazardous materials onto the Premises.
12. **DAMAGE TO PREMISES:** In the event the Premises are destroyed or rendered wholly uninhabitable acts of God, fire, storm, earthquake, other casualty, or environmental hazard, notwithstanding any other provision in this Lease, this Lease shall terminate as of the date of such casualty, at Landlord's or Tenant's option, by notice to the other party.
13. **INSPECTION AND REPAIR OF PREMISES:** Tenant accepts the Premises "as is" and in habitable condition suited for residential purposes. Tenant accepts full control and responsibility of the Premises leased and agrees to maintain the Premises in a clean, safe, and sanitary condition. Landlord will make reasonable and necessary repairs to the Premises with reasonable promptness upon receipt of written notice from the Tenant. In addition to any other right of entry provided to Landlord by this Lease or by applicable law, Landlord and its agents shall have the right at all reasonable times during the Term to enter the Premises for the purposes of inspecting the Premises and all improvements thereon and make any reasonable and necessary repairs, additions or alterations as may be deemed appropriate by Landlord. Landlord shall have the right during the Term to replace locks at the Premises and will provide Tenant with keys to replaced locks. Landlord or its agents shall give Tenant not less than twenty-four (24) hours notice of any entry by Landlord or its agents upon the Premises pursuant to this paragraph, either verbally to an adult household member of Tenant or in writing, but **no notice** is required in the event of an emergency. The right of entry provided by this paragraph shall likewise exist for the purpose of emergency or reasonable repairs, removing signs, fixtures, alterations or additions that do not conform to the Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **ANIMALS: NO PETS SHALL BE KEPT IN THE PREMISES. No animals or pets of any kind are permitted.** If Pets are found in the property, the Landlord may terminate the Lease agreement by giving Tenant three (3) days notice to vacate. Failure of tenant to vacate the Premises within the three (3) day period may result in the filing of a dispossessory affidavit seeking possession of the Premises and all unpaid rent, fees and costs.
15. **DEFAULT:** Tenant's violation of this lease or any addenda constitutes a default. Violations constituting a default include, but are not limited to: drug related activities or criminal activities on or about the property, unauthorized occupants, non-payment of rent; improper non-renewal or early termination of the lease; abandonment of the Premises; providing false or misleading information in

the rental application; failure to pay or continue utilities; any improper use or conduct on or about the Premises; or causing damage or cleaning in excess of normal wear and tear. Upon default, Landlord may terminate Tenant's lease or right of possession by giving notice and as provided by law. Notice to cure a default is not required but, if given, shall not waive Landlord's right to terminate or insist on strict compliance. Tenant shall surrender possession of the premises to Landlord promptly on the effective date of any termination notice, remove all possessions and persons occupying the Premises, return all keys to Landlord, and restore Landlord to quiet possession of the leased Premises. Resident shall remain liable for all rent, hold-over rent, liquidated damages, unpaid utilities, damages exceeding normal wear and tear, costs of eviction, attorney's fees and expenses of re-letting incurred by Landlord as a resident of Tenant's default.

If Tenant fails to comply with any provision of this Lease, or any present rules and regulations or any that may be hereinafter prescribed by Landlord, any applicable homeowners association or applicable law, Tenant will be in default of this Agreement and Landlord may terminate this Agreement in accordance with landlord tenant Statute/Laws and may exercise any and all rights and remedies available to it at law or in equity. All rights and remedies of Landlord under this Lease are cumulative and are not exclusive of any other rights and remedies provided to Landlord under applicable law.

16. **ABANDONMENT:** Tenant shall not abandon the Premises, Tenant's personal property, or motor vehicles. Title to any abandoned property (including, but not limited to tenant's personal property) shall vest in the Landlord. Circumstances indicative of an abandonment include, but are not limited to, Tenant's unexplained absence or failure to occupy the Premises for more than 10 days, failure to pay monthly rent, the overall appearance and condition of the Premises, Tenant's statement that he or she is moving or leaving the Premises; failure to pay utilities, discontinuance of utility service; failure to respond to Landlord's notices, communications, or eviction proceedings; or removal of a substantial amount of Tenant's property.
17. **USUFRUCT:** This lease only creates the relationship of landlord and tenant and does not create any ownership or transferable rights in real estate. This lease is a usufruct and not an estate for years.
18. **MODIFICATION:** This Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
19. **TERMINATION UPON SALE OF PREMISES:** Notwithstanding any other provisions of this Lease, Landlord may terminate this Lease upon 60 days written notice to Tenant that the Premises have been or is being sold.
20. **NOTICE:** All notices must be written, dated, and signed. The notices may be given personally or by mail. Notices must be sent to Tenant at the Premise address and to Landlord at the business address as provided herein. Tenant must send notices for repairs, services, maintenance, non-renewal, military transfer, and lease termination to the Landlord at the business address. Such address may be changed from time to time by either party by providing notice as set forth below. Notices mailed

in accordance with these provisions shall be deemed received on the third day after postage affixed thereon:

**LANDLORD:**

**TITES ENTERPRISES LLC**  
**Post Office Box 204**  
**Union Point, Georgia 30669**  
**(706) 319-9576 Phone**  
**(706) 486-4129 Facsimile**  
**titesenterprisesllc@gmail.com**

**TENANT:**

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

21. **GOVERNING LAW:** This Lease shall be construed and governed by contract law in accordance with the laws of the State of Georgia.
22. **SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable then such provision shall be deemed to be written, construed, and enforced as so limited.
23. **WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
24. **FEES AND EXPENSES OF LITIGATION:** In a civil action or dispossessory proceeding for breach of this Lease, the prevailing party shall be entitled to attorney's fees in the amount of fifteen percent (15%) of the principal and interest owing and all expenses of litigation, including but not limited to, court costs and administrative filing fees for evictions. All sums due from Tenant to Management which are in default shall bear interest at the legal rate at the time of the judgment.
25. **JOINT AND SEVERAL LIABILITIES:** Each Tenant who signs this lease is jointly and severally liable for all rent or other charges which come due.
26. **ENTIRE AGREEMENT:** This lease, any referenced addenda, and any addenda, separately signed or referring to the lease or premises shall constitute the entire agreement between the parties, and no

prior negotiations, representations, or oral statements are binding. This lease may not be modified except with the express written consent of Landlord. The Tenant is legally obligated under the terms and conditions of any addenda which he or she signed and the same are part of an incorporated by reference into the lease. This Lease Agreement and any addendums to this Lease express the entire understanding between the parties with respect to the contemplated transaction.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease Agreement as of the \_\_\_\_Day of \_\_\_\_\_20\_\_\_\_.

LANDLORD

TENANT

\_\_\_\_\_  
TITES ENTERPRISES, LLC  
Post Office Box 204  
Union Point, Georgia 30669  
(706) 319-9576 phone  
(706) 486-4129 facsimile  
[titesenterprisesllc@gmail.com](mailto:titesenterprisesllc@gmail.com)

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

