

LEASE

This Rental Agreement shall evidence the complete terms and conditions under which parties whose signatures appear below have agreed. Landlord, Christina (Christy) Buckholdt, shall be referred to as "Owner" and Lessee, _____, shall be referred to as "Resident". As consideration for this agreement, Owner agrees to rent to Resident and Resident agrees to rent from Owner for use solely as a private residence, the premises located at

____ 244 Halls Mill Road (House) in the city of Dahlonega.

____ 270 Halls Mill Road (Manufactured Home) in the city of Dahlonega.

1. **TERMS:** Resident agrees to pay \$_____ per month on the 1st of the month. This agreement shall commence on _____ and continue until _____ as leasehold. If the Resident should move from the premises prior to the expiration of this time period, she shall be liable for all rent due until such time that the Residence is occupied by an Owner approved paying resident and/or expiration of said time period, whichever is shorter. If the Resident gives a notice to move date, but moves out before that date, she shall be liable for all rent due through the notice to move date. If the resident plans on staying longer than the lease agreement, then she shall be required to renew her lease 60 days before the end of the lease. If the lease is not renewed before the 60 days, the room will be advertised for rent with a move in date equal to the resident's end of lease date plus one day. During those 60 days, only if the room has not been reserved, can the resident renew her lease.
2. **SPECIAL TERMS FOR 270 HALLS MILL RD – ROOM M1:** This is the only room that has the option to be shared. If shared, and a shared roommate moves out, it is the remaining Resident's responsibility to find another Owner approved roommate to share the room. If the remaining Resident cannot find a shared roommate or chooses not to share the room, Resident agrees to pay \$_____ per month until the expiration of Resident's lease.
3. **PAYMENTS:** Rent and other charges are to be paid by: check made payable to Christina Buckholdt mailed to 2185 Woods River Lane, Duluth, GA 30097, subject to change OR deposited into Owner's bank account. Additional ways to pay may be added in the future.
4. **SECURITY DEPOSITS:** A deposit equal to one month's rent shall secure compliance with the terms and conditions of this agreement and shall be refunded to Resident within 30 days after the premises have been completely vacated less an amount necessary to pay Owner: a) any unpaid rent, b) cleaning costs, c) key replacement costs, and d) cost for repair of damages to premises and/or common areas above ordinary wear and tear. The security deposit is also to hold and secure the room for Resident and thus will not be refunded to Resident if Resident never moves in.
5. **LATE CHARGE:** A late fee of \$20 shall be added and due for any payment of rent made after the 5th (or if it is a mailed check, postmarked later than the 5th) of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee equal to the charge of the bank return check fee.
6. **UTILITIES:** All of the following utilities are included: water, electricity*, trash pickup, and wireless internet. In winter leave the heat no lower than 60° or higher than 72°. In summer, leave the AC no higher than 80° or lower than 74°.

***For 244 Halls Mill Rd (House), if electricity expenses exceed \$300 in a given month the excess beyond \$300 will be split among residents and added as a charge due with the following month's rent.**

***For 270 Halls Mill Rd (Manufactured Home), if electricity expenses exceed \$200 in a given month the excess beyond \$200 will be split among residents and added as a charge due with the following month's rent.**

7. OCCUPANTS: Overnight guests must first obtain approval from the other Residents. No guests are allowed to stay over more than two nights a month without prior approval from Owner.
8. PETS: No animal, fowl, fish, reptile, and/or pet of any kind shall be kept inside the house, for any amount of time. This means no pet sitting; not even a pet visit. Outdoor animals must first obtain approval from Owner.
9. NOISE: Resident agrees to not cause or allow any noise or activity on the premises which might disturb the peace and quiet or another Resident and/or neighbor. Said noise and/or activity shall be a breach of this agreement. Be respectful of others.
10. ILLEGAL DRUGS: If you or your friends use or produce any illegal drugs anywhere on the Property, you are subject to eviction.
11. APPLIANCES: No appliances, such as mini fridge, microwave, or the like, are permitted in bedrooms. Space heaters are permitted, but tenant is responsible to take the upmost fire precautions when using one. Tenant is liable for any damages caused by using a space heater or forbidden appliance in a bedroom.
12. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this agreement so that Resident's use is seriously impaired, Owner or Resident may terminate this agreement immediately upon a three day written notice to each other.
13. CONDITION OF PREMISES: Resident acknowledges that she has examined the premises and that said premises: all furnishings, fixtures, plumbing, heating, electrical facilities, and all other items provided by the Owner are clean, and in good satisfactory condition. This also applies to the yard. Resident agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by Resident, her guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to Owner in clean and good condition except for reasonable wear and tear and the rented room shall be free of all personal property and trash not belonging to Owner. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
14. CLEANLINESS OF PREMISES: All tenants are responsible for helping to keep the common areas clean. A weekly chore list may be provided if need be. Tenants that are not cleaning up after themselves or helping in routine cleaning may be reported to Owner or house manager and may have cleaning costs deducted from their deposit. If Resident continues to slack in routine cleaning causing a burden on other tenants, it will be a breach of this agreement. Upon moving out, the room shall be

in move in condition for the next tenant and the common areas, including the refrigerator, shall be cleaned of all Resident's personal items and mess. A cleaning fee of \$15/hour will be deducted from Resident's deposit if the premises need to be cleaned. USED FURNITURE: Because used furniture is often infested with bedbugs, roaches, or other pests, it is never a good idea to bring used furniture into your residence. Any infestation that you cause is your responsibility and the cost of treating this infestation will be deducted from your Security Deposit.

15. ALTERATIONS: Resident shall not alter or redecorate, change or install locks, install screws, fastening devices, large nails, on or in any portion of the premises without written consent of the Owner or designated house manager, except as may be provided by law.
16. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by Owner after the expiration of the agreed lease. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
17. TERMINATION: The premises shall be considered vacated only after all areas including storage areas are clear of all Resident's belongings, and keys and other property furnished for Resident's use are returned to Owner. Should the Resident hold over beyond termination date or fail to vacate all possessions on or before termination date, Resident shall be liable for additional rent and damages which may include damages due to Owner's loss of prospective new renters.
18. POSSESSION: If Owner is unable to deliver possession of the residence to Resident on agreed date, because of loss or destruction of the residence or because of the failure of prior residents to vacate or for any other reason, the Resident and /or Owner may immediately cancel or terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this agreement shall be refunded in full. If neither party cancels, this agreement shall be prorated and begin on the date of actual possession.
19. INSURANCE: Resident acknowledges that the Owner's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and /or any other causes, nor shall Owner be held liable for such losses. Resident is hereby advised to obtain her own insurance policy to cover any personal losses. In case of damage requiring an insurance claim that is found to be caused by Resident, Resident will be responsible for Owner's insurance deductible.
20. RIGHT OF ENTRY AND INSPECTION: Being that this is a multi-resident dwelling, the Owner may enter all common areas without prior notice for repairs and/or maintenance. Owner, or person designated by Owner, may enter, inspect, and/or repair the bedroom at any time in case of emergency. Owner shall give notice in advance for the purpose of showing the premises to prospective renters. Owner is permitted to make all alterations, repairs, and maintenance in Resident's room that in Owner's judgment are necessary to perform, with prior notice.
21. PARTIAL INVALIDITY: Nothing contained in this agreement shall be construed as waving any of the Owner's or Resident's rights under the law. If any part of this agreement shall be in conflict with the law, that part shall be void to the extent that is in conflict, but shall not invalidate this agreement nor shall it affect the validity or enforceability of any other provision of this agreement.
22. NO WAIVER: Owner's acceptance of rent with knowledge of any default by Resident or waiver by Owner of any breach of this Agreement shall not constitute a waiver of subsequent breaches. Failure

to require compliance or to exercise any right shall not be constituted as a waiver by Owner of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. ATTORNEY FEES: If any legal action or proceedings be brought by either party of this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.
24. REPORT TO CREDIT/TENANT AGENCIES: You are hereby notified that a nonpayment, late payment, or breach of any terms of this agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.
25. LEAD NOTIFICATION REQUIREMENT: Since the house was built in 1977, a year before using lead was banned, the following disclosure forms and pamphlets must be provided. Resident acknowledges receipt of the following: (please check)
- ____ Lead Based Paint Disclosure Form
____ EPA Pamphlet 27. ADDITIONS AND/OR EXCEPTIONS
26. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between Owner and Resident. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.
27. RECEIPT OF AGREEMENT: The undersigned Resident has read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

Resident's Signature _____

Date _____

Owner's Signature _____

Date _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor

Date

Lessee

Date