

THIS IS A RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

1. NAMES OF LANDLORD AND TENANT

Name of the Landlord: **Hendley Properties, Inc.**
21 Greenbriar, Statesboro, GA 30458

Name (s) of the Tenant (s): _____

2. LEASED PROPERTY-

The leased property is the place that landlord agrees to lease to tenant. The leased property is

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on _____ (noon)

This lease ends on _____ (noon)

4. RENT

The amount of rent due for the lease contract is \$ _____. This is to be paid in ___ equal payments of \$ _____, due on the first of each month. First and last months rent is required before moving in and the first payment of \$ _____ will be due no later than _____. This will cover rent for July 2011 or your last month's rent upon renewal. **Note: Rent will not be prorated in the last month of the lease.** In addition, a one-time fee of \$200.00 per bedroom shall be paid at the signing of this lease contract to cover all cleaning costs after the leased apartment is vacated.

Tenant agrees to pay the rent each month in advance on or before the 1st day of each month. Landlord does not have to ask (**MAKE DEMAND UPON**) tenant to pay the rent. Tenant agrees to pay rent by first class mail postage prepaid or in person to the landlord at the place specified by the landlord.

Tenant agrees to pay a **LATE CHARGE** of \$25.00 if the rent is not paid by the 5th of the month and \$5.00 a day for every day after the 6th until the rent is paid in full. If tenant mails the rent to the landlord, the date of payment will be the date the letter is postmarked.

If the tenant does not wish to provide a parental guarantor then he/she must sign up for an automatic payment draft from a bank account or a credit/debit card.

5. LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give tenant possession of the leased property on the starting date of the lease. The lease will start even if landlord cannot give tenant possession of the leased property because the prior tenant is still in the leased property or the leased property is damaged or if the property is not ready. **IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PROPERTY TO TENANT.**

6. MOVE-IN

Tenant may not move into the property until the cleaning fee, first months rent and last months rent have been paid in full by all residents of the apartment or house and all utilities have been placed in your name with the utility companies. Tenant will provide confirmation from the power company prior to moving into unit.

7. INSURANCE

Landlord agrees to have insurance on the building where the lease property is located. Tenants own property is not insured by landlords insurance. Tenant is responsible for tenant’s own property that is located in the leased property. Should an accident occur from negligence of the tenants that destroys or harms the building, tenants will be responsible for cost to repair damages or insurance deductible. **All tenants are encouraged to obtain renters insurance.**

8. TRANSFERS BY TENANT

Tenant agrees not to transfer this lease to anyone else without the written permission of the landlord.

Tenant agrees not to lease all or any part of the leased property to anyone else without the written consent of landlord. Tenant agrees that if tenant transfers this lease or leases all or a part of the leased property to another, tenant has violated this lease.

9. RESPONSIBILITY FOR DAMAGE TO PROPERTY

Landlord is responsible for all damage to property that is the fault of landlord or people employed by landlord at the leased property. Tenant is responsible for all damage to the leased property and injury to people caused by tenant, tenants family or guests.

10. USE OF LEASED PROPERTY

Tenant agrees to use the leased property only as residence. Tenant agrees to obey all federal, state and local laws and regulations when using the leased property. Tenant agrees not to store any flammable or dangerous things in or around the property.

Tenant agrees not to do anything in or around the leased property, which could harm anyone or damage any property.

Tenant agrees that tenant will not allow more than one person per bedroom to live in the leased property without the written permission of landlord.

11. RULES AND REGULATIONS

Tenant agrees to follow all rules and regulations for the leased property. If tenant breaks any rules or regulations for the leased property, tenant and roommates could be evicted.

12. CARE OF LEASED PROPERTY

Tenant is responsible for, and will take good care of, the leased property and all of the property in and around the leased property. Tenant agrees to pay for any damages which is the fault of tenant, tenants family and tenants guests. Tenant agrees to move out and give back the leased property to landlord when the lease ends.

13. LANDLORDS RIGHT TO ENTER LEASED PROPERTY

Tenant agrees that landlord and people working for landlord may go into the leased property upon reasonable notice and/or at reasonable times without notice. Landlord and people working for landlord may inspect, make repairs, do maintenance, read water meters and show the leased property to others.

14. UTILITY SERVICES

Landlord and tenant agree to pay for the charges for utilities and services supplied to the leased property as follows:

<u>Charge or Service:</u>	<u>Paid By:</u>
Television Cable	Tenant
Electric to Property	Tenant
Water Service	Tenant
Refuse Collection	Tenant
Lawn Maintenance	Landlord
(exception: Student Houses and Family Houses)	
Snow and Leaf removal of Porches, Decks, Stairs, and Parking	Tenant
Sewer Charges	Tenant
Pest Control Charges	Landlord
(exception: Student Houses and Family Houses)	
Internet Connection	Tenant

Landlord has the right to turn off services to the leased property in order to make repairs or to do maintenance. NOTE: Any lawns not properly maintained will be billed for lawn care in the amount of \$50, to be paid no later than 7 days after service. Note: Greenbriar, Hawthorne, and Planters Row lawns are maintained by the landlord.

15. WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENTS IN THIS LEASE

WHEN TENANT DOES NOT DO SOMETHING THAT TENANT HAS AGREED TO DO, TENANT IS IN VIOLATION OF THIS LEASE.

IF TENANT VIOLATES THIS LEASE, TENANT MAY BE FINED ACCORDINGLY.

IF TENANT VIOLATES THIS LEASE, LANDLORD CAN ALSO SUE TENANT FOR OTHER EXPENSES AND MAY GO TO COURT TO REMOVE TENANT AND ROOMATES FROM THE LEASED PROPERTY.

IF THERE IS MORE THAN ONE TENANT, THEN THE LANDLORD CAN SUE ALL TENANTS TOGETHER AS A GROUP OR SEPERATELY.

TENANT VIOLATES THIS LEASE IF TENANT:

- 1) DOES NOT PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME
- 2) LEAVES THE LEASED PROPERTY FOR GOOD WITHOUT THE LANDLORDS PERMISSION BEFORE THE END OF THE LEASE.
- 3) DOES NOT LEAVE THE LEASED PROPERTY AT THE END OF THE LEASE.
- 4) DOES NOT DO ALL OF THE THINGS THAT THE TENANT AGREED TO DO IN THIS LEASE

IF A TENANT HAS BROKEN THE AGREEMENTS IN THIS LEASE THEN THE LANDLORD HAS THE RIGHT TO SUE IN COURT FOR EVICTION. EACH TENANT WILL HAVE A CHANCE IN COURT TO HAVE A JUDGE DECIDE ON LANDLORDS CLAIM FOR EVICTION.

IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT ON THE LEASE IN COURT

1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANTS AND ROOMATES VIOLATING THE LEASE.

2) TO GET THE LEASED PROPERTY BACK (EVICTION)

3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON MOVES INTO THE LEASED PROPERTY AS A NEW TENANT.

4) TENANT AGREES TO PAY ALL COURT COSTS, ATTORNEY FEES, AND COLLECTION COSTS OF 40% OF TOTAL BALANCE OWED.

IF LANDLORD WINS A LAWSUIT AGAINST TENANT, LANDLORD CAN USE THE COURT PROCESS TO TAKE TENANTS PERSONAL GOODS, FURNITURE, MOTOR VEHICLES AND MONEY IN BANKS.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

LANDLORD:

TENANT (S):

1. Signature _____ Date _____

SS# _____ DOB: _____

Parents Address _____

City, State, Zip _____

Parents Phone _____ Tenant Email _____

Local Phone _____ Cell Phone _____

2. Signature _____ Date _____

SS# _____ DOB: _____

Parents Address _____

City, State, Zip _____

Parents Phone _____ Tenant Email _____

Local Phone _____ Cell Phone _____

3. Signature _____ Date _____

SS# _____ DOB: _____

Parents Address _____

City, State, Zip _____

Parents Phone _____ Tenant Email _____

Local Phone _____ Cell Phone _____

4. Signature _____ Date _____

SS# _____ DOB: _____

Parents Address _____

City, State, Zip _____

Parents Phone _____ Tenant Email _____

Local Phone _____ Cell Phone _____

5. Signature _____ Date _____

SS# _____ DOB: _____

Parents Address _____

City, State, Zip _____

Parents Phone _____ Tenant Email _____

Local Phone _____ Cell Phone _____

6. Signature _____ Date _____

SS# _____ DOB: _____

Parents Address _____

City, State, Zip _____

Parents Phone _____ Tenant Email _____

Local Phone _____ Cell Phone _____

NO PET AGREEMENT

LANDLORD: HENDLEY PROPERTIES, INC.

TENANT (S):

LEASED PREMISES: _____

STARTING DATE OF LEASE: _____ (NOON)

ENDING DATE OF LEASE: _____ (NOON)

TENANT agrees that tenant will *NOT* keep any pet on the leased premises. TENANT agrees that tenant *WILL NOT ALLOW* tenants family or guests or others to have pets on the leased premises. Tenant will pay a minimum charge of \$300.00 if pet is found. Tenant will also pay any costs associated with replacement of carpets and repairs of any damage if a pet is in the premises *at any time* and for *any length of time*. Allergens shall be considered damage and carpets and fabric items will be replaced if a pet is in the unit for any period of time. The above applies whether the pet belongs to the Tenant or not.

Landlord and Tenant agree that this NO PET AGREEMENT is part of the lease between Landlord and Tenant.

DATE: _____

SIGNATURE OF LANDLORD:

DATE: _____

SIGNATURE OF TENANT (S):

RULES AND REGULATIONS

1. In addition to the terms, covenants, and conditions contained in this lease agreement, tenant covenants and agrees to be bound by the rules and regulations applicable to all tenants.
- 2 Landlord reserves the right to alter, modify, and amend these rules and regulations, provided that such amendment, modification, or alteration shall serve the purpose of reasonably preserving the leased property and the rights and interests of the tenants to quiet enjoyment of the property.
3. Tenant shall be responsible for all damage or injury resulting from any violation of the rules and regulations.
4. Tenant shall not make or permit any disturbing noises on the property by himself, members of his family, guests or permit anything to be done that will interfere with right, comforts or convenience of other tenants. Tenant shall not play any loud musical instrument, loud stereo, loud television, loud radio or other audio equipment on the premises between eleven o'clock p.m. and eight o'clock a.m. the following day. A fine of \$200.00 will be charged for loud parties, loud music, loud car radios, and other disturbing noises.
5. Tenant shall keep the property in good state of preservation and cleanliness. Any trash that is left on the grounds and porches will be removed to the dumpsters. The tenants responsible for the trash will be charged at the rate of \$10.00 per bag or a minimum charge of \$20.00 per incident. Neither tenants nor their guests shall throw cigarette butts on the grounds, paving, decks and porches.
6. No ash can, garbage can, wood box, kitchen supplies, ice, laundry, furniture or other articles whatsoever shall be placed on the decks, patios or porches, with the exception of deck furniture on rear decks. No articles shall be hung from windows or placed upon windowsills. Blinds are not provided by Hendley Properties but must be hung in all windows facing road. They must be white in color.
7. The commodes and other water apparatus such as dishwashers and garbage disposals shall not be used for any other purpose other than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags, paper towels, excessive food matter, or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by the tenant upon whose property it shall have been caused. In additions (s), tenant (s) will be charged for any toilets and garbage disposals that have been clogged by foreign objects and will be charged a fee of \$35.00.
8. Tenant will not add, remove, enter or change any locks without prior written consent of the landlord or landlord's agent. Tenant must provide new key to Landlord.
9. Tenant is responsible for replacing smoke detector batteries as needed. Landlord shall not be responsible for the malfunction of smoke detectors whether as a result of weak, defective, or inappropriate battery or otherwise. Should tenant fail to keep a charged battery in the detector or permit the smoke detector to be damaged in any way, tenant shall be assessed the sum of \$25.00 plus any municipal fines.
10. Upon leaving property for an extended period of time, tenant will maintain a minimum temperature of 55 degrees F in all heated rooms of the dwelling. Also, upon leaving property for any extended period of time, tenant shall provide for daily inspection of the property during cold periods. This inspection shall include checking on the heating system to insure that proper heat levels are being maintained. (KEROSENE BURNERS OR ANY TYPE OF AUXILIARY HEATERS ARE PROHIBITED). Tenant is responsible for any damage to unit that occurs because heat was turned below 55 degrees F or off. Landlord may enter the leased premises to read the water meters and change furnace filters.
11. No sticky materials whatsoever or large nails, hooks, screws or string lights (such as holiday decorations) are to be put in /on walls or ceiling. Small nails (such as brads) may be used in walls to hang pictures. Painting labor and supply costs will be charged to tenant for damage repairs for excessive holes, dark marks, sticky materials, large nail holes, marks on ceiling and any other painting costs exceeding normal wear and tear. NO DART BOARDS ARE PERMITTED INSIDE ANY UNIT.
12. Keys will be loaned to tenant during reasonable business hours. Proof of I.D. and a \$5.00 deposit are required. If a key is lost or not returned at the end of the leased term, landlord will charge tenant for costs of changing locks.

13. Tenant shall furnish electric light bulbs. Landlord will not provide light bulbs after move in.
14. Tenants are not permitted on rooftops.
15. Tenant agrees to give the right of entry to pest control vendors when extermination is scheduled.
16. Notice shall be given to landlord if the property is not going to be occupied for a period of time.
17. Water beds are not permitted.
18. Tenant (s) may not park on the grass at any time. Cars cannot be parked in fire lanes, along curbs, near dumpsters, behind another car, or any location other than designated parking spaces. Any cars parked in undesignated areas will be towed at owner's expense or charged \$25 per car to be paid by the tenant responsible for the car whether it is a personal or a guest's vehicle. Tenant is responsible for informing his or her guests of all policies contained in this lease.
19. Tenant must use an ironing board when ironing clothes. At no time should the tenant place a hot or warm iron on the carpet. If carpet is burned by any means (iron, cigarette burns, candles, etc.) the ENTIRE carpet will be replaced at tenant's expense.
20. Tenant agrees to notify landlord immediately if the leased property is damaged by fire or any other cause. Tenant agrees to notify landlord if there is any condition in the leased property that could damage the leased property or harm tenant or others.
If the leased property is damaged or destroyed to such an extent that landlord terminates the lease, the landlord has no further responsibility to the tenant.

21. ALL UTILITY BILLS MUST REMAIN IN YOUR (TENANTS) NAME, INCLUDING ELECTRIC BILLS, UNTIL YOUR EXACT LEASE EXPIRATION DATE. AT NO TIME DURING YOUR LEASE SHOULD ANY UTILITIES BE DISCONNECTED. ELECTRIC CANNOT BE DISCONNECTED OR PUT INTO ANY OTHER NAME AT ANY TIME PRIOR TO THE DATE YOUR LEASE EXPIRES. IF, DURING THE TIME OF YOUR RENTAL AGREEMENT UTILITIES ARE TAKEN OUT OF YOUR NAME, A \$100.00 CHARGE WILL BE ASSESSED AND THE LANDLORD WILL HAVE THE SERVICE TERMINATED.

22. THERE WILL BE A \$300 MINIMUM CHARGE PER INCIDENT IF A PET IS IN THE PREMISES AT ANY TIME. THIS REFERS TO ALL PETS WHETHER THE PET BELONGS TO THE TENANT OR NOT. ALL CARPETS WILL BE REPLACED, IF DEEMED NECESSARY BY LANDLORD, AT TENANT EXPENSE IF A PET HAS BEEN IN THE UNIT.

23. Occupancy limits shall be limited to the person(s) named on the Lease Agreement. Local ordinances provide for over-occupancy, which constitutes a zoning violation, which may be subject to fines and/ or criminal punishment. Tenants are specifically advised of the existence of this ordinance and should any violation occur or be alleged to have occurred, tenants agree to pay all fines, court costs, and attorney's fees associated with such violations or alleged violations whether a conviction results or not. Tenants will be charged \$800.00 per illegal occupant for violation of this ordinance.

24. As stated in your lease, you may not sublet or assign your apartment without your landlord's written approval. The prospective tenant must fill out and submit an application to landlord. A violation of this sublet procedure will result in a \$500 charge per incident and any non-authorized parties will be evicted. All tenants and subletters must sign the sublet agreement.

26. Tenant(s) will be charged according to the following rate schedule for mishaps and violations of the rules and regulations:

a. Illegal Pets Minimum Charge	\$300.00
b. Check returned from bank	\$25.00 NSF and \$25.00 late fee automatically added
c. Late Rent Fee	\$25.00 on the 6 th and \$5.00 a day every day after the 6 th
d. Lost Key	\$5.00
e. Lock Change	\$50.00
f. Lost Mail Key	\$35.00

g. Beer Keg	\$200.00
h. Noise Violation	\$200.00
i. Occupancy Violation	\$800.00 per person
j. Failure to follow sublet procedure	\$500.00
k. Party	\$200.00
l. Paint Charge (after 1 coat)	\$100.00 per room

CHECK OUT PROCEDURE

1. Notify landlord in advance of your exact moving date.
2. All extinguished light bulbs and dead 9-volt smoke alarm batteries must be replaced by tenants.
3. Return all keys to landlord when you vacate and obtain a receipt from the agent. Do not leave keys at the rental property. Failure to return all keys will result in a lock change charge.
4. DO NOT turn refrigerator off, simply defrost and turn too lowest setting.
5. Remove all personal effects, food and trash.
6. Exterior of the property must be clean and free of debris. This includes porches, decks, steps, and grounds adjacent to your unit.
7. Upon vacating do not turn the air conditioning below 78 degrees F.
8. Should tenant move out without inspection, tenant agrees to waive the right to contest any damage fees for the unit.

NAME

STREET

CITY/STATE/ZIP

CHARGES WILL BE MADE AGAINST YOU IF THE ABOVE PROCEDURES ARE NOT FOLLOWED. ALSO, ALL DAMAGES BEYOND NORMAL WEAR AND TEAR WILL BE BILLED ACCORDINGLY.

I acknowledge that I have read the above lease agreement, rules, regulations and checkout procedures and will abide by the same.

DATE

SIGNATURE OF LANDLORD

DATE

SIGNATURE OF TENANT (S)
