

Residential Lease

This Residential Lease Agreement ("Agreement") is effective as of the 25th day of March, 2018 between _____ ("Tenant") and _____ ("Owner").

General

The Owner owns the premise known as 3046 Balearic Dr., Marietta, GA 30067 (" Premise ").

The Tenant is currently renting the Premise from the Owner.

In consideration for the mutual promises, covenants, and agreements made below, the parties, intending to be legally bound, agree as follows:

Agreement

1. **Term.** The Term will start on _____ and continue for **12 months**. After the initial term, and after any subsequent renewals, the Term will automatically renew to a **2 month** Term.
2. **Rent and Security Deposit.** Tenant will pay a monthly rental of **\$ 2100**, due and payable on the first day of occupancy and on the **1st** day of each and every month thereafter for the length of the Term. In the event rent is not paid within **5 days** of the due date, Tenant agrees to pay a late fee of **\$6 per Day** for each Day the rent is late. Tenant agrees to pay **\$50 for each returned check**. The Tenant will pay **\$ 2100** as a **Security Deposit** to the Owner, prior to occupying the premise. The entire **Security Deposit** will be refunded to the Tenant within 60 days after the Tenant vacates the premise and all damages, late fees, fines, or monies owed are paid in full. The Tenant will automatically forfeit the full **Security Deposit** if: (1) The Agreement is terminated by the Tenant for any reason, prior to payment for the full Term of this agreement, except as provided in Section 17; or (2) The Tenant causes a fine or lien, on the Owner or the Premise, due to a violation of the **Rules, Regulations, and By Laws of VHCA**; or (3) The Tenant has a pet on the Premise without prior written approval of the Owner; or (4) The Tenant has allowed smoking inside the Premise.
3. **Adjustments.** Tenant may subtract from the monthly rent expenses only for maintenance/repair services that are approved in writing by, and in advance, by the Owner and for which the Tenant paid out-of-pocket. The Owner reserves the right to adjust the rental rate as market conditions change. If a rate adjustment is made, the Owner will provide advance notice to the Tenant, and the rate change will be effective on the subsequent Term renewal. The typical base rent increase is 1.5% annually.
4. **Roommates.** Tenant agrees that Tenant is responsible for all items in this agreement regardless of any other agreement with a Roommate or co-habitant. All inhabitants, over the age of 21, of the Premise must sign this Lease Agreement.
5. **Utilities.** The Tenant will pay for all utilities and services for the Premise except Water, Sewer, Trash, and Gas. Water, Sewer, and Trash disposal are paid by the Owner and factored into the rent. Gas service is paid by the Owner and billed separately to the Tenant. Tenant is responsible for any additional disposal charges for large or non-standard trash items. Tenant is responsible for any and all unpaid utility charges incurred during the time the Tenant occupied the Premise.

6. **Furnishings and Appliances.** The Tenant acknowledges the current condition of the Premise. The Tenant agrees to replace light bulbs, fluorescent tubes, batteries of any smoke / fire detector(s), and furnace air filters on the Premise at the Tenant's expense. The Tenant will pay **\$50 for any lost garage door remote control**. Waterbeds and / or liquid filled furniture on the Premise are prohibited unless the Owner consents in writing and the Tenant has appropriate renters insurance for such items. Furnishings provided by the Owner, include, but are not limited to **Kitchen Corner Hutch, Kitchen Island Cabinet, Blinds, Curtain Rods, & Bathroom Mirrors** are considered part of the Premise.
7. **Alterations, Installations and Other Objects.** The Tenant will not alter the Premise in any way (including but not limited to trim, painting, wall coverings, floor coverings, wall fixtures, window fixtures, etc...) without the prior written consent the Owner. The Tenant will not make any additions, changes, or perform any construction without the written consent of the Owner, and written consent of Valencia Hills Home Owners Association ("VHCA") Architectural Committee when appropriate. Tenant agrees to furnish the Owner with a key to the primary entrance to the Premise, within 5 days, if the tenant replaces the lock.
8. **Maintenance Repairs and Cleaning.** The Tenant will at the Tenants expense and at all times maintain the Premise, furnishings, and appliances, in a clean and good condition. The Tenant is responsible for repair of any damage including, but not limited to, walls, ceilings, doors, windows and coverings, plumbing stoppages, floors and coverings, appliances and furnishings as noted in section 6, and plumbing (including stoppage) in and / or about the Premise caused by the Tenant or the Tenant's guests and other than normal wear and tear. The Owner will be responsible for repairs and alterations of the Premise, at the Owners discession. The Owner agrees to keep the Premise fit for habitation. Upon vacating the Premise, the Tenant will remove all personal property; repair any wear and tear beyond ordinary use; and **CLEAN TO RESTORE THE PREMISE TO THE SAME CONDITION IT WAS IN PRIOR TO THE TENANT'S OCCUPANCY. FAILURE TO REMOVE PROPERTY, REPAIR DAMAGE, OR CLEAN ADEQUATELY, WILL RESULT IN LOSS OF PART OR ALL OF THE SECURITY DEPOSIT.**
9. **Rules, Regulations, and VHCA.** The Tenant will not violate any City, State, or Federal Law in or about the Premise , including all VHCA property. The Tenant agrees to abide by the **Rules, Regulations and By Laws of VHCA**. Any breach of these will, at the Owners option, terminate tenancy as provided in Section 17 of this Agreement. Tenant is responsible for any and all fines that are imposed on the Owner or Premise as a result of violations to the Rules, Regulations, and By Laws of VHCA. Tenant acknowledges the receipt of the VHCA By Laws and VHCA Rules and Regulations.
10. **Parking.** The Tenant will abide by the parking regulations as published by the VHCA and is responsible for any fines incurred due to violation. The Tenant is also responsible for their guests parking and any guest parking violations as well.
11. **Pets.** The Tenant agrees **not** to keep or harbor any pets including dogs, cats, birds, or any other animal on the premise, unless approve in writing by the Owner. If approved, a **1500** additional Pet Deposit is required. The Tenant agrees to repair any damage due to pets and to pay for all services required to eliminate any pet odor or stain.

- 12. Smoking.** Smoking is not allowed in the Premise at any time. The Tenant agrees to repair any damage due to smoking and to pay for all services required to repair or eliminate burns and smoke odor. The Tenant agrees that the Premise is smoke free.
- 13. Entry and Inspection.** The Owner will have the right to enter the Premise for per the following: (1) In case of emergency, without prior notice. (2) To plan, make, or inspect repairs, alterations, improvements, or exhibit the Premise to prospective purchasers or contractors. (3) When Tenant has abandoned or surrendered the Premise . 4.) At any time by permission of the Tenant. 5.) To remove / inspect personal items that are the property of the Owner. Owner will make a reasonable effort to contact the Tenant in advance in any case.
- 14. Use.** The Premise are to be used exclusively for residential purposes only. No retail or other commercial use of Premise is permitted.
- 15. Assignment and Subletting.** The Tenant will not assign any portion of this Agreement. The Tenant may not sublet or board roommates under this Agreement without written permission of the Owner.
- 16. Indemnification.** The Owner will not be liable for any damages or injury to the Tenant, or any other person, or to any property, occurring on the Premise or any part, or in common areas. The Tenant agrees to hold the Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which the Owner is legally responsible.
- 17. Termination of Tenancy.** The Owner or Tenant may terminate this Agreement by giving at least **60 days** written notice to the other party. If the Tenant terminates this agreement for any reason, prior to the payment for the full Term of the agreement, the Tenant will forfeit the entire security deposit.
- 18. Entire Agreement.** The parties acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth. The parties further acknowledge that this Agreement supersedes, terminates and otherwise renders null and void any and all prior or contemporaneous agreements, whether written or oral, entered into between the Owner and the Tenant with respect to the matters expressly set forth in this Agreement.

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Agreement as of the day and year first written above. The Tenant(s) hereby acknowledge(s) receiving a copy of this Agreement.

TENANT:

_____ Date: _____
 [Name] / Signature

OWNER:

_____ Date: _____
 David Centofanti