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Residential Lease Agreement

State of Georgia

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. Who lives in the home

The people who sign as Tenant and these other people may live in the home: _____. No more than _____ people may live in the home.

A child born to, adopted by or placed with Tenant during this lease may live in the home. Tenant will tell Landlord so this list stays correct.

5. The home

Landlord rents to Tenant the home at _____, in Georgia (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

6. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

7. When the term ends

When the fixed term ends (tick one):

☐ When the term ends, this lease continues month to month on the same terms unless either side has given the notice this lease requires.

☐ This lease ends on the end date and Tenant will move out by that day.

☐ This lease ends on the end date unless both sides sign a renewal.

If Tenant stays after this lease has ended without Landlord's agreement, Tenant owes rent for each day of the stay at this lease's daily rate, and Landlord may use the process the law allows to regain the Home.

8. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

9. How to pay

Tenant may pay rent by:_____.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online. Paying online is optional, and the fee of_____ applies only to a payment Tenant chooses to make that way. It is not part of the rent.

10. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

11. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

12. Returned payments

If a check or other payment is returned unpaid, Tenant owes a returned-payment fee of $_____, and still owes the payment itself. If no amount is written here, no returned-payment fee is charged.

When Landlord makes written demand for payment of a check, draft or order that the bank refuses to honor for lack of funds or credit, or because there is no account, any returned-payment charge will not be more than the greater of $30 or 5 percent of the face amount of the check, draft or order, plus any fees the bank or financial institution charges Landlord because it was not honored.

13. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Accepting a partial payment does not cancel what is still owed, and does not give up any right unless Landlord agrees in writing or the law says otherwise.

14. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable

It is for: _____

15. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Pet deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

16. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

Landlord may keep from the deposit for: unpaid rent or fees for late payment; abandonment of the Home; unpaid utility charges; repair work or cleaning that Tenant contracted for with third parties; unpaid pet fees; and actual damages caused by Tenant's breach of this lease, as to which Landlord will try to reduce the damages. Landlord will not keep any of the deposit for ordinary wear and tear from using the Home for the purposes it was meant for, unless there was negligence, carelessness, accident or abuse of the Home by Tenant, Tenant's household, or their invitees or guests.

Tenant gets back the rest. To speed that up, Tenant should give Landlord a forwarding address in writing when moving out. Any other deposit this lease lists is handled the same way. Where the law limits deposits, it may count toward that limit.

Within three business days after this lease ends and Tenant leaves or gives the Home back, whichever comes first, Landlord will inspect the Home and write a comprehensive list of any damage that is the basis for any charge against the deposit, with the estimated dollar value of the damage. If Tenant leaves without telling Landlord, Landlord will inspect and write the list within a reasonable time after discovering that the Home was given up by vacancy. If Tenant asks, Tenant may inspect the Home and the list within five business days after the lease ends, Tenant leaves or gives the Home back, and Landlord inspects. If Tenant is present at Landlord's inspection, Landlord and Tenant sign the list. If Tenant refuses to sign, Tenant will state specifically in writing the items on the list that Tenant disagrees with and sign that statement. This list carries this notice: Tenant has a duty to sign the list or to dissent from it in writing.

Within 30 days after Landlord gets possession of the Home, Landlord will return to Tenant the full deposit. If there is actual cause to keep any part of it, Landlord will give Tenant a written statement of the exact reasons for keeping it, which includes the comprehensive list of damage if the reason is damage to the Home, together with a payment of the difference between the deposit and the amount kept. Landlord meets this duty by mailing the statement and any payment by first-class mail to Tenant's last known address.

17. Where the deposit is held

☐ Landlord has posted and keeps an effective surety bond for security deposits with the clerk of the superior court of the county where the Home is, in place of an escrow account.

☐ Landlord keeps the deposit in trust for Tenant in an escrow account set up only for that purpose, in a bank or lending institution regulated by Georgia or the United States. The escrow account is at: _____, _____.

18. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

In a month-to-month tenancy, or at renewal, Landlord may raise the rent only by giving Tenant written notice before the new rent starts, and at least as far ahead as any period the law sets.

19. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

20. Guests

Guests are welcome. A guest who stays more than _____ days in a row becomes someone who lives in the Home, and needs Landlord's written agreement first, which will not be unreasonably refused. Tenant is responsible for how guests behave and for any damage they cause.

21. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

22. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

23. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

24. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

If pets are allowed: the pet deposit is $_____ and pet rent is $_____ a month. If no amount is written here, none is charged. A pet deposit is handled like the security deposit. Where the law limits deposits, it may count toward that limit.

25. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

26. Smoking and vaping

Smoking and vaping (tick one):

☐ No one may smoke or vape anything inside the Home, on its balconies or patios, or in shared indoor areas.

☐ Smoking and vaping are allowed inside the Home. They are not allowed in shared indoor areas. Tenant pays for any damage beyond normal wear and tear, including burns and lasting odor.

27. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked there must be in working order and legally registered. A vehicle may be towed only as the law allows.

28. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

29. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or asks to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Landlord will not lock Tenant out or remove doors or belongings except through the eviction process the law provides. Landlord will not shut off any utility Landlord provides to make Tenant leave or pay. Landlord will not suspend heat, cooling, light or water service until after any eviction case against Tenant has finally ended.

30. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike. A later rule that materially changes this lease needs Tenant's written agreement, unless the law allows it on notice.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

31. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the person needs, as fair-housing law allows.

32. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

33. Move-in condition record

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the attached Move-in Condition Record, a move-in checklist of the condition of the Home and everything Landlord provides in it.

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the inspection report, a move-in checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

Each keeps a copy. Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

34. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

35. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

36. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

37. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

38. Smoke and carbon monoxide alarms

The Home has working smoke alarms and, where the law requires them, carbon monoxide alarms. Tenant will test them regularly, leave them connected and tell Landlord at once if one is not working.

39. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

40. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

41. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

42. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that service is not cut off.

43. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

44. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

45. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Nothing in this lease excuses Landlord, Landlord's agents or employees, or Tenant from responsibility for negligent or wrongful acts, or for anything else the law makes them responsible for.

46. Fire or other serious damage

Under Georgia law, if fire destroys the Home, or Tenant loses possession of the Home through any casualty that Landlord did not cause and that did not come from a defect in Landlord's title, the rent that this lease sets does not stop or go down for that reason. If Landlord caused the casualty or it came from a defect in Landlord's title, nothing in this lease takes away any right Tenant has under Georgia law. Landlord will return the deposit as this lease describes.

47. When Landlord may enter

Landlord may enter the Home for the reasons the law allows, such as to inspect it, make repairs or agreed improvements, or show it to buyers, new tenants, lenders or workers, and will not use entry to harass Tenant.

Except in an emergency, Landlord will enter only at reasonable times and after reasonable notice, or as Georgia law otherwise requires.

48. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules above, and may put up a sign if the law allows.

49. Giving notice to move out

If this lease has no end date, or becomes a tenancy with none, either side may end it by written notice: Landlord gives Tenant at least 60 days' notice, and Tenant gives Landlord at least 30 days' notice.

A notice must be in writing and say the date the tenancy ends.

50. Leaving early

☐ Tenant may end this lease early by giving_____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

If Tenant moves out early with no right to, Tenant owes rent until the Home is rented to someone else or the term ends, whichever comes first. Landlord will make reasonable efforts to rent the Home again, and Tenant also owes the reasonable cost of doing so, if the law allows it.

51. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

Under Georgia law, a Tenant who is an active duty member of the regular or reserve component of the United States armed forces, the United States Coast Guard, the Georgia National Guard or the Georgia Air National Guard on ordered federal duty for 90 days or longer may end this lease by giving Landlord written notice, effective on a date stated in the notice that is at least 30 days after Landlord receives it, if: (1) a permanent change of station order requires Tenant to move 35 miles or more from the Home; (2) Tenant is released from active duty or state active duty after leasing the Home while on active duty status, and the Home is 35 miles or more from Tenant's home of record before entering active duty; (3) after the lease was made, Tenant receives orders to move into government quarters; (4) after the lease was made, Tenant becomes eligible to live in government quarters and not moving there would cost Tenant the basic allowance for housing; (5) Tenant receives temporary duty, temporary change of station or state active duty orders to an area 35 miles or more from the Home for a period over 60 days; or (6) Tenant has leased the Home but, before taking possession, receives a change of orders to an area 35 miles or more from the Home.

The notice must come with a copy of the official military orders or a written verification signed by Tenant's commanding officer. If a Tenant dies during active duty, an adult member of Tenant's immediate family may end this lease the same way, with the orders or verification and a copy of the death certificate. When this lease ends under this paragraph, Tenant owes the rent prorated to the effective date of the termination and no other rent or damages for ending the tenancy early. If Tenant ends this lease 14 or more days before occupancy, no damages or penalties of any kind will be charged. This right cannot be waived or changed by agreement.

Whatever else this lease says, if Tenant is on active duty with the United States military, rents the Home for Tenant or Tenant's immediate family to live in, and later receives permanent change of station orders or

temporary duty orders for a period of more than three months, Tenant's liability for rent under this lease will not be more than 30 days' rent after Tenant gives Landlord written notice and proof of the assignment, plus the cost of repairing damage to the Home caused by an act or omission of Tenant.

52. Safety, and other rights to leave early

Whatever this lease says, a Tenant may end this lease effective 30 days after giving Landlord written notice when a civil family violence order, civil stalking order, criminal family violence order or criminal stalking order has been issued protecting Tenant or Tenant's minor child, or protecting a joint tenant or that joint tenant's minor child, even if the protected tenant had no obligation to pay rent to Landlord. The notice must come with a copy of the order and, if the order is an ex parte temporary protective order, a copy of the police report. A civil protective order counts only if the person it is against was present at, or had notice of, the hearing that led to it; an ex parte temporary protective order counts only with a police report showing a basis for it; a criminal order means an order of pretrial release after an arrest for, or an order of probation after a conviction or plea for, family violence or stalking. Tenant may stay in the Home until the termination takes effect. Tenant owes the rent prorated to the effective date of the termination, paid when this lease would have required it, and any past due rent or other sums owed to Landlord before the termination, and owes no other fees, rent or damages for ending the tenancy early. If Tenant ends this lease under this paragraph 14 or more days before occupancy, no damages or penalties of any kind will be charged. This right cannot be waived or changed by agreement.

53. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by shutting off essential services, and will use only the steps the law allows, including the court process the law provides.

Before Landlord files for possession of the Home because Tenant has not paid rent, late fees, utilities or other charges owed to Landlord when due, Landlord will give Tenant a notice to vacate the Home or pay all past due rent, late fees, utilities and other charges owed to Landlord within three business days.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

54. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

55. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably be arranged, or as the law requires.

56. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

57. Attorney fees

☐ If Tenant breaches this lease, Landlord may recover Landlord's reasonable attorney fees and court costs, if the court awards them. If Landlord breaches this lease, Tenant may recover Tenant's reasonable attorney fees and court costs, if the court awards them.

58. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Legal papers are served as the law requires.

A demand for possession of the Home, and a notice to vacate or pay within three business days, will be posted in a sealed envelope, conspicuously, on the door of the Home. No other method of delivery is agreed for those two notices.

59. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease takes away a right that the law says cannot be given up.

60. Which law applies

Georgia law and any local law that applies to the Home govern this lease.

61. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

62. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

63. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

64. Language

If this lease was negotiated mainly in a language other than English, Tenant should ask for a translation, which the law requires in some places, and should ask for help with anything in this lease Tenant does not understand.

65. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law.☐ The home was built in 1978 or later, so this section does not apply.

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.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: _____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

66. Fit for human habitation

This lease includes a provision that the Home is fit for human habitation. Landlord will keep the Home in repair. Neither Landlord nor Tenant gives up, by this lease or any other agreement, oral or written, the duties and rights Georgia law gives them on repairs and improvements, on Landlord's liability for failing to repair, on security deposits, on proceedings against tenants who hold over, and on distress warrants.

67. Pet deposit and the two-month limit

The pet deposit is part of the security deposit. Landlord will not ask for or take a security deposit, including the pet deposit and any other deposit the law counts as a security deposit, of more than two months' rent.

68. Flood History Notice

Landlord gives Tenant this written notice before Tenant signs the lease for the Home. In this notice, flooding means the inundation of a portion of the living space covered by the lease caused by an increased water level in an established water source such as a river, stream or drainage ditch, or by a ponding of water at or near the point where heavy or excessive rain fell.

Flooding history of the Home (tick one):

☐ Flooding has not damaged any part of the living space covered by the lease, or of any attachment to it that Tenant or a resident relative has sole and exclusive use of, at least three times during the five years before the date of the lease.

☐ Flooding has damaged part of the living space covered by the lease, or of an attachment to it that Tenant or a resident relative has sole and exclusive use of, at least three times during the five years before the date of the lease. This is notice of the property's propensity for flooding.

69. If the Home is in Atlanta: Security deposit alternatives

If the security deposit for the Home is more than 60 percent of one month's rent, Landlord gave Tenant written notice, before this lease was signed, and, if Landlord owns or controls more than ten rental units, that Tenant may ask to use either of the following instead of the security deposit, as Atlanta Code Section 94-152 requires.

Option one is rental security insurance from a carrier licensed by the Georgia Department of Insurance. Landlord must approve the insurance provider, policy and coverage amount. The coverage must take effect when the first premium is paid, last for the whole lease term, allow premiums to be paid monthly unless Tenant agrees to another schedule, and cover each claim for at least the security deposit Landlord requires. Tenant cannot be required to carry more coverage than that.

Option two is paying the security deposit in at least three equal monthly installments. Each installment is due on the same day as the monthly rent and may be paid together with the rent in one payment unless Landlord and Tenant agree otherwise.

This does not apply to a deposit given to hold the Home more than 60 days before the rental period begins, and it does not limit Landlord's right to require standard credit, income or other qualifications.

70. If the Home is in Atlanta: Fair housing and source of income

Landlord will not refuse to rent the Home to Tenant, or treat Tenant differently in the terms, conditions or privileges of this lease or in the services and facilities that come with the Home, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, source of income or the use of a service animal, as Atlanta Code Chapter 94, Article IV requires, except where Section 94-94(b) or 94-97 exempts Landlord.

Source of income means any lawful, verifiable source of income or housing assistance paid to or on behalf of Tenant, including wages, court-ordered payments such as child support, and federal, state or local payments such as disability benefits, housing choice vouchers and other rent assistance, and the requirements of those programs.

71. Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord gives Tenant this list of any existing damage to the Home before Tenant pays the security deposit. It is for Tenant's permanent keeping. Tenant may inspect the Home to check that the list is accurate before taking occupancy. Landlord and Tenant sign the list. If Tenant refuses to sign, Tenant will state specifically in writing the items on the list that Tenant disagrees with and sign that statement. NOTICE: Tenant has a duty to sign this list or to dissent from it in writing.

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony: _____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only:

_____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in: _____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Smoke-Free Addendum

This addendum is part of the lease. No one may smoke or vape anything inside the Home, on its balconies or patios, in shared indoor areas, or anywhere else on the property that Landlord has marked as smoke-free.

Tenant is responsible for what Tenant's household and guests do. Tenant pays to repair damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor. Where a person's disability calls for a change to this rule, Tenant may ask for one as fair-housing law provides.

Landlord: _____ Date: _____

Tenant: _____ Date: _____