

Georgia Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Georgia Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. The manager is {PropertyManagerName}.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. Per OCGA § 44-7-30(3), the term “Security

deposit” includes but is not limited to damage deposits, advance rent deposits, and pet deposits. Such term shall not include nonrefundable fees, money, or other consideration which are not to be returned to Tenant under this Agreement or which were to be applied toward the payment of rent or reimbursement of services or utilities provided to Tenant.

- B. **Written Checklist Required.** Per OCGA § 44-7-33, prior to tendering a security deposit, Tenant shall be presented with a comprehensive list of any existing damage to the Premises, which shall be for Tenant's permanent retention. Tenant shall have the right to inspect the Premises to ascertain the accuracy of such list prior to taking occupancy. Landlord and Tenant shall sign the checklist, and this shall be conclusive evidence of the accuracy of the list but shall not be conclusive as to latent defects. If Tenant refuses to sign the list, Tenant shall state specifically in writing the items on such list to which he or she dissents and shall sign such statement of dissent.
- C. **Escrow Account For Security Deposit.** Per OCGA § 44-7-31, Landlord shall place Tenant's security deposit in an escrow account established only for that purpose in any Georgia bank or lending institution. The security deposit shall be held in trust for Tenant by Landlord. Landlord shall inform Tenant in writing of the location of the escrow account. **Landlord shall not be entitled to retain any portion of a security deposit if the security deposit was not deposited in an escrow account.**
- D. **Allowable Charges; Return of Security Deposit.**
- i. Ordinary Wear And Tear. Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per OCGA § 44-7-34(a), within **30 days** after obtaining possession of the Premises as provided in subsection (E) below, Landlord shall return to Tenant the full security deposit which was deposited with Landlord by Tenant. No security deposit shall be retained to cover ordinary wear and tear which occurred as a result of the use of the Premises for the purposes for which the Premises were intended, provided that there was no negligence, carelessness, accident, or abuse of the Premises by Tenant or members of Tenant's household or their invitees or guests.
 - ii. Written Statement. In the event that actual cause exists for retaining any portion of the security deposit, Landlord shall provide Tenant with a written statement identifying the exact reasons for the retention thereof, which shall include the comprehensive list of damages prepared as required by subsection (E) below, if the reason for retention is based on damages to the Premises. When such statement is delivered, it shall be accompanied by a payment of the difference between any sum deposited and the amount retained.
 - iii. Return of Deposit. Landlord shall be deemed to have complied

with the law by mailing such statement and any payment required to the last known address of Tenant via first-class mail. If the letter containing the payment is returned to Landlord undelivered and if Landlord is unable to locate Tenant after reasonable effort, the payment shall become the property of Landlord 90 days after the date the payment was mailed.

- iv. Retention of Deposit. Nothing in this section shall preclude Landlord from retaining the security deposit for nonpayment of rent or of fees for late payment, for abandonment of the Premises, for nonpayment of utility charges, for repair work or cleaning contracted for by Tenant with third parties, for unpaid pet fees, or for actual damages caused by Tenant's breach, provided that Landlord attempts to mitigate the actual damages.

E. **Move Out Inspection.**

- i. Inspection List. Per OCGA § 44-7-33(b):
Within **three business days** after the termination of this Agreement and vacation of the Premises or the surrender and acceptance of the Premises, whichever occurs first, Landlord or his or her agent shall inspect the Premises and compile a comprehensive list of any damage and the estimated dollar value of such damage. Tenant shall upon request have the right to inspect the Premises and such list within **five business days** after the termination of the termination of this Agreement and vacation of the Premises or the surrender and acceptance of the Premises and the inspection by Landlord or his or her agent. If Tenant is present with Landlord at the time of the inspection, Landlord and Tenant shall sign the list, and this shall be conclusive evidence of the accuracy of the list. If Tenant refuses to sign the list, Tenant shall state specifically in writing the items on the list to which Tenant dissents and shall sign such statement of dissent. Landlord shall then comply with the provisions of subsection (D) above.

If Tenant vacates or surrenders the Premises without notifying Landlord, Landlord shall inspect the Premises and compile a comprehensive list of any damage done to the Premises which is the basis for any charge against the security deposit and the estimated dollar value of such damage within a reasonable time after discovering the Premises has been surrendered by vacancy. Landlord shall sign the list and then comply with the provisions of subsection (D) above.

- ii. Dispute. Per OCGA § 44-7-33(c):
Tenant may dispute the accuracy of the final damage list by initiating an action in any court of competent jurisdiction in Georgia to recover the portion of the security deposit which Tenant believes to be wrongfully withheld for damages to the Premises. Tenant's claims shall be limited to those items to which Tenant specifically dissented in accordance with this

section. If Tenant is present for the inspection of the Premises after vacancy and signs Landlord's final damage list or fails to dissent specifically in accordance with this section, Tenant shall not be entitled to recover the security deposit or any other damages under OCGA § 44-7-35, provided that the lists required under this section contain written notice of Tenant's duty to sign or to dissent to the list. If Tenant does not inspect the Premises after vacancy or was not present for Landlord's inspection of the Premises after vacancy and, in either case, did not request a copy of Landlord's final damage list shall have the right to dispute the damages assessed by Landlord.

F. No Retention of Deposit. Per OCGA § 44-7-35(a)-(b):

- i. Landlord shall not be entitled to retain any portion of a security deposit if:
 - a. the security deposit was not deposited in an escrow account in accordance with subsection (C) above or a surety bond was not posted in accordance with OCGA § 44-7-32;
 - b. the initial damage list required by subsection (B) above was not made and presented to Tenant as required by such subsection; and
 - c. the final damage list required by subsection (E) above was not compiled and made available to Tenant as required by such subsection.
- ii. The failure of Landlord to provide the lists and written statements within the time periods specified under law shall work a forfeiture of all Landlord's rights to withhold any portion of the security deposit or to bring an action against Tenant for damages to the Premises.

G. Landlord's Liability. Per OCGA § 44-7-35(c), if Landlord fails to provide each of the written statements within the time periods specified in this section, Landlord shall forfeit all of Landlord's rights to withhold any portion of the security deposit or to bring an action against Tenant for damages to the Premises. If Landlord fails to return any part of the security deposit which is required to be returned to Tenant pursuant to this section, Landlord shall be liable to Tenant in the amount of three times the sum improperly withheld plus reasonable attorneys' fees; provided, however, that Landlord shall be liable only for the sum erroneously withheld if the Landlord shows by the preponderance of the evidence that the withholding was not intentional and resulted from a bona fide error which occurred in spite of the existence of procedures reasonably designed to avoid such errors.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord

at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: **{LandlordUtilities}**. Tenant shall be responsible for paying all other utilities including but not limited to: **{TenantUtilities}**. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. In the event that Tenant is in default under this Agreement, Landlord shall not knowingly and willfully suspend the gas, electricity, or water service to Tenant until after the final disposition of any dispossession proceeding by Landlord against Tenant.
11. **SMOKING.** Smoking **{Smoking}** permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **60 days'** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
 - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of **{MonthlyRent}****, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **60 days** prior to the end of the Agreement Term.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Landlord has statutory duty to keep the Premises in good repair and can be held liable to others for damages arising from defective construction or from failure to keep the Premises in repair, per OCGA §§ 44-7-2, 44-7-13, 44-7-14. A defective condition caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control shall not constitute a breach of Landlord's obligations under this paragraph.
 - B. **Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall:
 - i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
 - ii. keep the Premises clean, sanitary, and in good condition;
 - iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
 - iv. be responsible for cleaning and routine maintenance;
 - v. dispose promptly of all rubbish, garbage, and other waste; and
 - vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.
19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has

examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. REPAIRS AND ALTERATIONS.

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. USE VIOLATIONS. Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. RULES AND REGULATIONS.

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. **ABANDONMENT.** If Tenant abandons the Premises (in Landlord's reasonable determination), Landlord may elect to do the following; provided, Landlord attempts to mitigate actual damages:

A. terminate this Agreement;

B. enter upon the Premises and lease the Premises to another tenant, holding Tenant liable for any deficiency; or

C. permit the Premises to remain vacant, holding Tenant liable for the rental amount for the remainder of the Agreement Term.

25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Landlord may enter the Premises for the following purposes:

A. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;

B. to show the Premises to a prospective tenant, purchaser, or lender;

C. to estimate repair costs;

D. to prevent waste;

E. to prevent excessive noise or disturbances; or

F. to make any repairs, additions, or alterations.

Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written

consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

28. **PERSONAL PROPERTY.**

By signing this Agreement, Tenant agrees that upon surrender or abandonment of the Premises, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property, and Landlord may dispose of Tenant's personal property without liability to Tenant.

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29. **GROUNDS FOR TERMINATION OF THE TENANCY.**

A. **Termination by Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application; or
- iii. otherwise provided by law.

B. **Termination By Tenant.** Tenant may terminate this Agreement if:

- i. Landlord materially fails to comply with Landlord's maintenance responsibilities or material provisions of this Agreement within 10 days after delivery of written notice by Tenant specifying the noncompliance and indicating the intention of Tenant to terminate this Agreement by reason thereof;
- ii. the Premises is damaged or destroyed other than by the wrongful or negligent acts of Tenant so that the enjoyment of the Premises is substantially impaired;
- iii. Tenant is a military service member who qualifies for termination of a lease per OCGA § 44-7-22;
- iv. a civil family violence order or criminal family violence order has been issued per OCGA § 44-7-23; or
- v. as otherwise provided under law.

30. **LIMITATION ON RENT LIABILITY OF MILITARY PERSONNEL.** Per OCGA § 44-7-37, if a person is on active duty with the United States military and enters into a residential lease of property for occupancy by that person or that person's immediate family and subsequently receives permanent change of station orders or temporary duty orders for a period in excess of three months, any liability of the person for rent under the lease may not exceed thirty days' rent after written notice and proof of the assignment are given to Landlord; and the cost of repairing damage to the Premises caused by an act

or omission of the Tenant.

31. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees and court costs.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to

execution of this Agreement by electronic signature.

41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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