

RESIDENTIAL **LOT Lease**

A) Persons and Premises- The undersigned Lessor, hereinafter referred to as "Lessor", hereby leases to the undersigned Lessee, hereinafter referred to as "Lessee" those certain real-estate, property, premise or lot, hereinafter referred to as "Lot", and further described in section BB of this lease on the Following terms and conditions:

B) Credit Application- Application is made a part of this lease and being more particularly described on exhibit "credit application" and made a part hereof.

C) Term of lease- The term of this lease shall be for continuous periods as specified in section CC commencing at 12:01 a.m. on date specified in section DD and continuing until terminated as provided herein.

D) Rent- Lessee agrees to pay, and Lessor agrees to accept as rent for the use and occupancy of said lot the sum specified in section FF per month payable in advance on the day specified in section EE, of each and every month at the address specified in section U.

E) Deposit- On execution of this lease, Lessee deposits with Lessor the sum specified in section GG, said deposit to be deposited in the owner's personal checking account. Receipt of which is hereby acknowledged by Lessor, as security for the faithful performance of the provisions of this lease relating to rent, repairs, or cleaning, and to be returned to Lessee on the full performance of those provisions following the termination of this lease. Nothing contained in this paragraph shall give Lessee the right to withhold the rent, or shall prohibit Lessor from exercising any of the rights hereunder in respect to the non-payment of rent. Lessee has inspected and accepts a Surety bond posted at Lessor office, in lieu of an escrow account for said deposit. Lessee and Lessor have inspected said lot as to existing damages and found no defects.

F) Furnishings and utilities- This lot being leasing "as is -where is" and Lessor will furnish nothing but the real estate. Lessee shall pay all charges incurred for the furnishing of public or private utilities, permit, electrical poles, septic, water, lot clearing, driveway, grassing, cleaning lot and ditch, hooking up to and including any deposits required for utilities or anything. If Lessor agrees to have a well and/or septic installed on this lot it will be stated in writing in section HH, **if not clearly stated in that section this is not included.** If Lessor agrees to a well it will be a 4-inch water well and tank to pump a minimal of six gallons per minute. If Lessor agrees to septic system it will be for a 3-bedroom 2-bath home without a garbage disposal. This will be subject to the County Health Departments approval and regulations. Lessee will get all permits and perform maintenance and testing as stated in the following section G. Lessee will run all lines or hookups to and from well and/or septic systems.

G) Maintenance- Lessee is responsible for everything after lease date, this includes keeping lot clean and free from trash, debris and litter, planting & cutting grass, this includes hooking up, testing, maintaining, pumping, filtering, chlorination, disinfecting water system and septic system and all pest control. If this is not done Lessor may/will take it upon them to get it done and Lessee will be charged a minimum fee of \$50.00 per occurrence. It is agreed and understood that Lessor or their agent retains the right to enter lot for purposes of inspection and/or to do repairs. If Lessee fails in the performance of any of these responsibilities, Lessor may, in addition to fees, declare Lessee in breach of this lease. If Lessor performs any of these responsibilities it in no way transfers these responsibilities.

H) Use- The demised lot shall be used only as lessees single-family principal residence, and Lessee shall not permit the lot or any part thereof to be used for: (1) the conduct of any offensive, noisy, or dangerous activity that would increase the premiums for fire insurance on the demised lot; (2) the creation or maintenance of a public nuisance; (3) anything which is against the laws or rules and regulations of any public authority at any time applicable to the demised lot; or (4) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other tenants of the Lessor.

I) Parking privileges- Lessee agrees to use the areas designated as parking spaces, or reserved for vehicular parking, on the demised lot only for the parking of motor vehicles including automobiles, motorcycles, and pickup trucks, but excluding, without the written consent of Lessor, trailers of any kind, mobile homes, campers, buses, or trucks larger than three-quarter ton. Lessee agrees not to disassemble any motor vehicles of any kind in, on, or near the lot without the written consent of Lessor. Further, Lessee agrees not to drive, park or be on any part of the septic system.

J) Alterations and Improvements- Lessee shall make no alterations to said lot without the express written consent of Lessor first had and obtained. Should Lessee make any alterations or improvements of said lot without the express written consent of Lessor first had and obtained, or should Lessee damage or depreciate said lot, then the full cost of restoring said lot to their prior condition shall be borne by Lessee and promptly paid, on written demand, to Lessor. Any and all alterations, fixtures and improvements made to said lot by Lessee with or without the consent of Lessor would be included in said cost. Fixtures do included, but are not limited to fences, power poles, and mobile homes, heating & cooling systems, fans, lights and storage buildings. Fixture become the property of Lessor and remain on said premises on the expiration or sooner termination of this lease The physical placement on lot contracts a fixture as permanently attached and is annexed to the realty, unless otherwise agreed upon in writing by the parties hereto.

K) Hold-harmless clause- Lessee agrees to indemnify and hold Lessor and the property of Lessor, including said lot free and harmless from any and all liability, claims, loss, damages, or expenses, including any attorney fees and/or costs, arising by reason of the death or injury of any person, including Lessee or any person who is an employee or agent of Lessee, or by reason of damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, caused or allegedly caused by some condition of said lot, the fault of Lessee, or some act or omission, whether or not negligent or intentional, of Lessee or any person in, on, or about said lot as a guest, licensee or invitee of Lessee. Lessees are aware that the lot may have a well and/or septic system and lessee is satisfied with the conditions of these items and therefore waive the need for an inspection. Lessee also holds Lessor without further liability that might arise resulting from the conditions of the septic system, well, or quality of the water. During the term of this lease and all renewals the Lessee shall furnish Lessor a liability insurance policy with coverage of at least \$300,000, Lessor shall be named an additional insured. Policy is to be delivered to Lessor prior to possession.

L) Assignment and subletting- Lessee shall not assign this lease or sublet all or any portion of said premises without the prior written consent of Lessor. Any assignment or subletting without the prior written consent of Lessor shall be void and shall, at the option of Lessor, terminate this lease. Lessor's consent to any such assignment of this lease or subletting of said lot by Lessee shall not be deemed consent by Lessor to any subsequent assignment or subletting.

M) Destruction of premises- Should any part of said lot be destroyed by fire, casualty, or other cause not the fault of Lessee, Lessor shall promptly repair and restore said premises to their former condition at Lessor's sole cost and expense. During the making of the repairs and the restoration work, the rent payable under this lease shall be abated for the time and to the extent that Lessee is prevented from fully occupying and enjoying said premises under this lease in Lessee's usual and normal manner. However, in lieu of making such repairs and performing such restoration work, Lessor may terminate this lease where either: (1) the necessary repair or restoration work cannot reasonably be completed under applicable laws and regulations within 30 working days after it is commenced, or (2) the loss is not covered by Lessor's then existing fire and extended coverage insurance policies, provided that such policies are of and adequate and reasonable nature. If Lessor chooses to terminate this lease under the provisions of this paragraph, any security deposits and/or unused rent shall promptly be returned to the Lessee.

N) Returned check and late charges- *Late charges have a five day grace period, but after five days late thru the tenth day late, there is a \$20.00 late fee, anything beyond the tenth day late there will be a \$50.00 late charge imposed on your account. This does not in anyway give Lessee the right to pay after the Due date; this fee does not grant permission for the payment to be late and does not extend the time for payment; nor does it in any way eliminate Lessor's right to have future payment to be made by it due date; nor does it waive any other fee, charge or rights Lessor may have. All returned checks, regardless of reason, Lessee will be charged a \$30.00 service charge and the late fee will be charged until paid. After receiving one returned check no more checks will be honored.*

O) Default fee- Should Lessee be in default or breach lease for a period of more than 10 days, Lessee will be charged a \$100.00 fee plus court fees. The addition of this fee does not grant permission for the payment to be late and does not extend the time for payment; nor does it waive any other fee, charge or rights Lessor may have.

P) Insolvency of Lessee- Should Lessee make an assignment for the benefit of creditors or allow a judgment rendered against said Lessee to stand unsatisfied and unbonded for 60 days or more, this lease and all rights, privileges, and benefits of Lessee under this lease shall, at Lessor's option, terminate and not become part of the estate subject to such assignment or judgment.

Q) Lessor's election to continue during breach- At Lessor's option, if Lessee has breached this lease and abandoned the property, this lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of the available rights and remedies under this lease, including the right to recover the rent as it becomes due.

R) Holdover by Lessee- Should Lessee remain in possession of the demised lot with the consent of the Lessor after the natural expiration of this lease, a new tenancy from month-to-month shall be created between Lessor and Lessee, with a monthly rent rate specified in section D increased by 10% per year thereafter, which shall be terminable by thirty days written notice served by either the Lessor or the Lessee on the other party to this lease. At least thirty (30) days before the expiration of the initial or any renewal term of this lease either management or tenant may give the other written notice that automatic renewal of this lease is not desired. If such notice is given, the initial or renewal term shall expire in accordance with the provision of this lease and management shall have the right for sixty (60) days prior to said expiration to have applicants admitted at all reasonable hours to view the property until rented.

S) Acts constituting breach by Lessee- Lessee shall be guilty of a material breach of this lease should Lessee: (1) fail to pay any rent or other sum becoming payable under this lease on the date it becomes due; (2) default in the performance of or breach any provision, term, covenant, or condition of this lease; (3) breach this lease and abandon said lot before expiration of the full term of this lease; (4) allow a receiver to be appointed to take possession of all or substantially all of Lessee's property unless the receiver is discharged within 30

days after his appointment; (5) allow any judgment against the Lessee to remain unsatisfied and unbonded for a period of more than 60 days. (6) any false or incomplete information on application.

T) Lessor's remedies for breach of lease- Should Lessee be guilty of a material breach of this lease as defined herein, Lessor, in addition to any other remedies given Lessor by law or equity, may; (1) continue this lease in effect by not terminating Lessee's right to possession of said lot and thereby be entitled to enforce all of the Lessor's rights and remedies under this lease including the right to recover the rent specified in this lease as it becomes due under this lease; or (2) terminate this lease and Lessee's right to possession of said lot and commence action against Lessee to recover from Lessee: (a) the worth of the unpaid rent which had been earned at the time of termination of this lease; (b) the worth of the amount by which the unpaid rent which would have been earned but for termination of this lease exceeds the amount of rental loss that Lessee proves could have been reasonably avoided; (c) any other amount necessary to compensate the Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or (3) commence, in lieu of or in addition to the action described in above, an action to reenter to regain possession of said lot in the manner provided by the laws of unlawful detainer of this state.

U) Notices- Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or, in lieu of such personal service when deposited in the United States mail, first class postage prepaid, addressed to Lessee at the address of said premises or to Lessor at P.O. Box 50126, Albany, Ga 31703-0126. Either party may change their address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

V) Attorney's fees- Should any litigation be commenced between the parties to this lease concerning said premises, this lease, or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for attorney's fees to be determined by the court in such litigation or in a separate action brought for that purpose.

W) Binding in heirs and successors- This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, and successors of the parties, Lessor and Lessee, hereto, but nothing in this paragraph shall be construed as consent by Lessor to any assignment of this lease.

X) Time of the essence and waiver- Time is expressly declared to be of the essence for all purposes of this lease. The waiver of any breach of any of the provisions of this lease by Lessor shall not constitute a continuing waiver of any subsequent breach by Lessee either of the same or of another provision of this lease.

Y) Licensed real estate broker- It is understood that S. Cecil Musgrove is a licensed real estate broker in the state of Georgia and is representing Lessor only.

Z) Pets- Lessee shall not keep any pets on the lot. If pets are found to be kept on the lot, Lessee will forfeit all deposit and be required to move immediately. If Lessor agrees to a pet on this lot it will be stated in writing in section HH, this pet must be penned at all times, if not clearly stated in that section this is not included.

AA) Prepayment Monthly Discount- It is understood that if all the monthly rent (all monies due) are **paid and received** at the lessor's address **on or before the date due** (day due, section EE) there shall be a prepayment discount in the amount specified in section II of this lease. If amount not clearly stated in that section this is not included. It is also understood any material breach of this lease, or if any of the rent payments becomes more than 15 days past due (just one time) or if payment is returned for insufficient funds **this discount will be void for the full term of this lease.** The waiver of any of the provisions of this discount by Lessor shall not constitute a continuing waiver of any subsequent breach by Lessee either of the same or of another provision of this discount.

NOTE: THIS IS A BINDING CONTRACT.

BB) LOT Description- All that tract of land, having the current **street address** or known as:

Georgia, more particularly described as: Lot _____ of _____ subdivision, being in & as recorded in the land records of _____ County, Georgia, being about _____ acre(s), and more particularly described as _____ Hereinafter referred to a being described as lot.

CC) Term: _____ months

DD) Starting Date: ____ / ____ / 2009

EE) Day Due: 1st day of each month

FF) Rent amount: \$ _____ . 00 /month

GG) Deposit Amount: \$ _____ . 00

HH) Special comments: if in conflict with printed matter, controls: _____

II) Prepayment Monthly Discount: \$ _____ .00

Sole and only agreement (starting with A thru II)- This instrument constitutes the sole and only agreement between Lessor and Lessee respecting said lot or the leasing of said lot and any equipment or personal property subject to this lease to Lessee by Lessor. It correctly sets forth the obligations of Lessor and Lessee to each other as of its date, and any agreements or representations respecting said premises, the equipment or personal property subject to this lease, or their leasing by Lessor to Lessee not expressly set forth herein are null and void. Lessee received a copy of this lease at the signing. **This is a LEGALLY BINDING CONTRACT, if NOT UNDERSTOOD, SEEK COMPETENT ADVICE.**

Executed on ____ / ____ / 2009, at 2412 Clark Avenue, Albany, Georgia.

LESSEE: _____ 

Print name: _____

S.N.N.: _____ - _____ - _____

Co-LESSEE: _____ 

Print name: _____

WITNESS: _____

Make all checks or payments to
LESSOR: _____
Mailing address: P.O. Box 50126, Albany, GA 31703-0126
Street address: **2412 Clark Avenue** Phone: (229) 888-1220
LESSOR: _____ agent