

# Home Park Properties

STANDARD APARTMENT LEASE NO. 11

THIS AGREEMENT, made this date 20

among John R. Griffin, 1619 Bishop Hollow Run, Atlanta, GA 30338

Ph: (770) 396-4400, jrgriffin@mindspring.com Cell Phone (770) 331-7373 "Lessor". ONLY The following "lessee" will occupy the said property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address** 1. **Location:** Home address \_\_\_\_\_ Apt # \_\_\_\_\_,  
Atlanta, GA 30318

**Lease Term** **Beginning on this date:** \_\_\_\_\_, 20\_\_\_\_\_, and  
**Ending on this date:** \_\_\_\_\_, 20\_\_\_\_\_, at midnight.

**Rental Rate** 2. **Rental:** Monthly rental of \$ \_\_\_\_\_ shall be paid by Lessee to Lessor, to above lessor address, promptly on the first day of each month in advance during the term of this lease. If such rental is not received by the fifth day of each month, Lessee shall pay to Agent a late charge in the amount of 20% of the monthly rental; Lessee shall also pay Agent a charge for any returned checks of Lessee in the amount of \$25.00 of each returned check, and lessor has the right, at their discretion, to void this agreement immediately due to late payments or for any reason. The tenant(s) will therefore vacate the premises by the next college semester as defined by Georgia Tech, no sooner than 30 days, no later than 90 days, from eviction notice, as it relates to the school semester. Rent is always paid in advance, on a prorated basis, if less than one month.

**Security Deposit** 3. **Deposit:** Lessee herewith deposits with agent the sum of \$ \_\_\_\_\_ Security Deposit shall be held by Lessor during the term of this Lease or any renewal thereof and for 95 days thereafter. Lessor shall have the right to use said Security Deposit to pay, as fully as possible, the expense of any unpaid rentals, of any accumulated late charges or returned check charges, of any unreturned check charges, of any unreturned keys, as well as the expense of repairing any damage to Premises, except reasonable wear and tear occurring from normal use of Premises. Lessor's right to recover additional sums of Lessee for damages to Premises, shall not be limited by the amount of said Security Deposit. In no event shall Lessee be entitled by the Security Deposit to any rental payment due hereunder. For each Lessee, a separate fee of \$25 for carpet steam cleaning and painting, for a total of \$50.00, will be subtracted from the deposit when this contract expires. Only deposit money paid directly to lessor by tenant will be returned to tenant.

**Utilities** 4. Lessee is responsible for all monthly payments of all utilities as well as deposits. All tenants in individual properties, or where the utility expense is shared off of one meter for the building, will pay their pro-rate share of all increases and or special assessments of utility expenses, divided by the number of tenants in the respective apartment or building. SOLID WASTE FEES WILL BE PAID BY THE TENNANT AT THE END OF THE LEASE. Lessor shall not be responsible for failure to furnish such utilities if the failure to do so is due to any cause beyond Lessor's control. Lessee shall pay all bills for utilities used by Lessee in Premises, but all utilities shall be used for ordinary household purposes. Such notice may initially be given by telephone and later confirmed in writing. Lessor shall not be obligated to furnish any utilities paid for by Lessee to Premises at any time at which lessee is in default hereunder. Lessor shall not be responsible for stopped-up plumbing, drains or disposals where such stoppage is caused by the introduction of foreign objects not intended for sewer disposals, and Lessee shall pay on demand all charges for repair of such stoppage.

**Parking** 5. **Off Street Parking:** Parking behind the house is ONLY for the tenants named on this contract. Friends of tenants can park temporarily while visiting, but will be towed at owners expense, if found to be parking illegally, as determined solely by the lessor.

**Occupancy** 6. No persons other than those named above (occasional overnight guests excepted) shall occupy or share Premises with Lessee. In no event shall more persons than the number of persons listed above occupy Premises. If any one visiting with lessee stays longer than (1) week or spend the night on a regular basis, as determined by Lessor, then the visitor or Lessee responsible will pay rent of 1/2 of the monthly rent of their host lessee friend for as long as they stay.

**Pets** 7. No Dogs permitted, however, any pets considered will be at the discretion of Lessor; provided that such pets do not constitute a nuisance to other tenants and provided that Lessee deposits with lessor an additional **damage deposit** of \$250.00 Non-Refundable. Lessee recognizes that "reasonable wear and damage" as specified in this Lease does not include damage caused by pets and that Lessor's judgement shall be the sole factor in determining such pet damage. Pets must be on a leash when outside of Premises and cannot be tied to anything outside of Premises. Lessee shall be limited to bird or approved pet. Pets must be approved by agent or Lessor, and such approval is contingent upon Lessee's observance of the foregoing conditions of this Lease and can be withdrawn at any time. If any pet is brought into the apartment after this agreement is signed, then, this agreement will be cancelled and the Lessee will be asked to vacate immediately and all tenants will lose all of their deposits.

**Use of Premises; Maintenance; Indemnity** 8. Premises shall be used as Lessee's residence only and for no other purposes whatsoever; nor shall Premises be used in violation of any laws, ordinances, restrictions or regulations of any governmental body, nor so as to create a nuisance, nor to vitiate or increase the rate of insurance thereon. Lessee accepts Premises in its present condition and as suited for residential use by Lessee. Lessee shall maintain Premises in good condition and repair and shall do no damage thereto. If Premises are rendered untenable by fire, storm, earthquake or other casualty whatsoever, this Lease shall terminate as of the date of such destruction or damage and rental shall be accounted for as of that date. Lessee agrees to allow lessor access to premises for repairs, alterations and modifications of any kind to premises, when it is convenient to lessor. All defective light bulbs will be replaced at lessee's expense or charged \$5.00 / light bulb at the end of this Lease. Nothing inside or outside the property can be added to or altered in any way without the permission of the lessor, in writing, to do so. Failure to abide by this is grounds for immediate termination.

Tennants are responsible for thoroughly cleaning the apartment or house as well as the kitchen, refrigerator, & bath room(s) or the deposit will not be returned.

- Assigning and Subletting** 9. Lessee shall not assign this Lease or sublet premises or any part thereof or secure a replacement for Lessee hereunder without first obtaining the written approval of Lessor or Agent.
- Fixtures and Furniture** 10. Lessee may not (if not in default hereunder), prior to the termination on his Lease, remove any fixtures, personalty and equipment which Lessee has placed in Premises, provided that Lessee restores Premises to its condition prior to the installation of such fixtures. Lessor shall not be liable for any loss of or damage to any property whatsoever, and Lessee shall at all times cause Lessee's fixtures, personalty and equipment to be insured in amounts satisfactory to Lessee. In the event Lessee leaves anything (furniture, clothes, etc.) in subject apartment or unit rented by lessee, any and all items left are considered abandoned and will automatically become the property of lessor at the beginning of the next day after this contract expires.
- Hold Harmless** 11. Lessee shall hold lessor harmless from any liability, loss, or expenses due to accident or injury of any kind, and for any reason, to themselves friends or visitors at this property address. Tenant agrees to indemnify and hold harmless Landlord against any injury, expense, damage, liability or claim imposed on Landlord by any person whomsoever in any way arising out of the Tenant's use or occupancy of the Premises, including any reasonable attorney's fees or court costs incurred defending against any said claim, except those damages and claims arising out of the negligence or any willful act of the Landlord. Tenant also hereby releases Landlord from any and all damages to both person and property arising out of Tenant's use of the Premises or building except damages to Tenant caused by the negligence or any willful act of the Landlord. Tenant further agrees to reimburse Landlord for any costs or expenses including, but not limited to, court costs and reasonable attorney's fees, which Landlord may incur in investigating, handling or litigating any claim or action brought by a governmental authority against Landlord as a result of Tenant's use or occupancy of the Premises including any violation of any federal, state or local environmental law or regulation. Lessee shall have appropriate personal and renters insurance for themselves, their property and personally which includes their friends and visitors, and all of their possessions. Lessor will not be responsible for any damages of any kind due to acts of God or anything out of Lessor's control.
- Lessee's Conduct Common Areas Inspection** 12. Lessee, Lessee's family and guests shall not act in a disorderly, boisterous nor unlawful manner and shall not disturb the rights, comforts or convenience of other persons in the building or complex in which Premises is located.
- Premature Cancellation** 13. This Lease can be prematurely cancelled by Lessor for any reason under the following conditions: (a) Lessee has given Agent **written notice** of such desired cancellation at least **ninety calendar day** prior thereto, and (b) if such notice is accompanied by Lessee's payment of all rental and other charges whatsoever hereunder, including without limitation charges for any damage and repairs to Premises which are the obligation of Lessee under this Lease, due up to such proposed date of cancellation of this Lease and by payment of liquidated damages for such premature cancellation in the amount of (3) additional month's rents, as well as all of the Security deposit posted by Lessee, shall be retained by Lessor as additional liquidated damages hereunder (3) Lessor can cancel this agreement at any time, for any reason so deemed with out any liability or repercussion of any kind from the lessee. If such cancellation occurs, the lessor allows two months of uninterpreted stay, as required by Georgia law, or until the end of the existing school semester, which ever is greater.
- Termination and Reletting by Lessor or Agent** 14. If Lessee defaults for three calendar days after written notice from Lessor to Agent of default by Lessee in the payment of rental due or otherwise defaults under any term, condition or provision of this Lease; or if Lessee fails to reimburse Lessor for any damages, repairs or plumbing service costs when due under this Lease; or if Lessee shall abandon Premises; or if Lessee or any other occupant or guest in Premises shall violate or fail to comply with any term, condition or provision of this Lease or any of the Apartment Rules and Regulations hereinafter set forth in this Lease, as such rules may be reasonably changed or additional rules imposed and Lessee notified thereof, then Lessor or Agent shall have the option to either terminate this lease by written notice to Lessee or, without terminating this Lease, to enter upon and take possession of Premises, removing all persons and property there from and, as Lessee's agent, to rerent Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor or Agent deems proper; Lessee shall be liable to Lessor for any deficiency between all rental due hereunder and the price obtained by Lessor on such reletting. Such termination shall not release Lessee from liability for any unpaid rentals under this Lease, past or future.
- Signs: Carding** 15. Lessee shall place no signs, placards, or other advertisements of any character on Premises. Lessor may card Premises "For Rent" at any time within sixty days prior to expiration of the Lease and during such sixty day period may exhibit Premises to prospective tenants.
- Storage and Garage** 16. If Lessor makes available to Lessee any storage space or garage outside Premises, anything placed therein by Lessee shall be stored wholly at the risk of Lessee, and Lessor shall have no responsibility in respect thereof. If Lessor makes available to Lessee any space for use as a garage or for parking cars, Lessor shall not be responsible for any damage to or loss of any vehicle stored or parked therein, nor for any part or accessory of such vehicle, nor any property of any kind stored or left in said garage or vehicle.
- Keys** 17. All keys issued to lessee hereunder shall be returned or the replacement cost thereof be paid by lessee when Lessee vacates Premises.
- Special Stipulations** 18. No illegal drugs of any kind will be allowed on the property by anyone at any time for any reason. If abuse of this rule by lessee, friends or any visitors is even suspected by lessor, this contract can be cancelled immediately without notice.

**Names**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lessee(s)

Agent or Lessor