

RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on \_\_\_\_\_, 20\_\_\_\_, between C & P PROPERTIES, LLP hereinafter referred to as Landlord, and \_\_\_\_\_ hereinafter referred to as Tenant, Landlord leases to Tenant the premises situated at \_\_\_\_\_, together with all appurtenances (the "Leased Premises"), for a term of \_\_\_\_\_ year\_\_\_\_, to commence on \_\_\_\_\_, 20\_\_\_\_, and to end on \_\_\_\_\_, 20\_\_\_\_, at 12:00 o'clock midnight.

1. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the demised premises the sum of \$ \_\_\_\_\_, per month in advance on the \_\_\_\_\_ day of each calendar month beginning \_\_\_\_\_, 20\_\_\_\_, at 514 North Grant Street, Fitzgerald, GA 31750, or at such other place as Landlord may designate.

2. SECURITY DEPOSIT. On execution of this lease, Tenant deposits with Landlord \$ \_\_\_\_\_, receipt of which is acknowledged by Landlord, as security for the faithful performance by Tenant of the terms hereof, to be returned to Tenant, without interest, on the full and faithful performance by Tenant of the provisions hereof. At the discretion of Landlord, the security deposit may be applied against the costs of Landlord repairing damages to the Leased Premises and furnishings, including interior and exterior cleaning, determined necessary at vacancy or termination of tenancy due to carelessness, negligence, accident or abuse on the part of Tenant, household members, servants, guests, agents, invitees or pets. Such application does not relieve Tenant of liability for damages or costs in excess of the security deposit. Landlord reserves the right to apply all or any portion of the security deposit to any unpaid rental of Tenant existing at last month of occupancy. At the discretion of Landlord, Tenant remains responsible for unpaid rental at vacancy or termination of tenancy, regardless of the disposition of the security deposit. Tenant agrees that, upon sale by Landlord of the property herein described, Landlord may assign Tenant's security deposit to the Purchaser and Landlord will then be relieved of all responsibilities respecting the security deposit under the laws of the State of Georgia. All of the applicable portions of the security deposit will be returned to Tenant after possession has been relinquished, provided there is no outstanding claim against Tenant, the property is left clean, and all keys are returned to Landlord or Landlord's agent. If Tenant fails to return all keys to Landlord or agent for Landlord immediately after possession has been relinquished, Landlord will cause the locks to be re-keyed and the charges for the service will be the responsibility of Tenant, and if not paid, shall be deducted from the security deposit.

3. QUIET ENJOYMENT. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. USE OF PREMISES. The demised premises shall be used and occupied by Tenant exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

5. NUMBER OF OCCUPANTS. Tenant agrees that the demised premises shall be occupied by no more than \_\_\_\_\_ persons, consisting of \_\_\_\_\_ adults and \_\_\_\_\_ children under the age of \_\_\_\_\_ years, without the written consent of Landlord.

6. CONDITION OF PREMISES. Tenant stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

7. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease.

8. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, by the property of Landlord and remain on the demised premises at the expiration or sooner termination of this lease.

9. DAMAGE TO PREMISES. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable: but, if the leased premises should be damaged other than

12. MAINTENANCE AND REPAIR. Tenant will, at Tenant's sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof.

Tenant agrees that no signs shall be placed or painting done on or about the leased premises by Tenant or at his direction without the prior written consent of Landlord.

13. ANIMALS. Tenant shall keep no domestic or other animals on or about the leased premises without the written consent of Landlord.

14. RIGHT OF INSPECTION. Landlord and his agents shall have the right at all reasonable times during the term of lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

15. DISPLAY OF SIGNS. During the last fifteen (15) days of this lease, Landlord or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

16. HOLDOVER BY TENANT. Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

17. SURRENDER OF PREMISES. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

18. DEFAULT. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or in any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Landlord, shall terminate and be forfeited, and Landlord may re-enter the premises and remove all persons therefrom.

19. ABANDONMENT. If at any time during the term of this lease Tenant abandons the demised premises or any part thereof, Landlord may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

20. BINDING EFFECT. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

21. NOTICE. Any notice on the part of Landlord to Tenant required or permitted by the terms of this lease shall be given by Certified or Registered Mail addressed to Tenant at the address of the leased premises; and any notice on the part of Tenant to Landlord required or permitted by the terms of this lease may be given by Certified or Registered Mail addressed to Landlord at 514 North Grant Street, Fitzgerald, GA 31750. Either party may, by notice given in accordance with this paragraph, designate a different person or address for receipt of notices. All notices shall be in writing and shall be considered for the purposes of this lease to have been received on the third business day following mailing.

22. HOLD HARMLESS. Landlord shall not be liable to Tenant or to Tenant's employees, agents or invitees, or to any other person whomsoever, for any injury to person (including death) or damage to property on or about the Leased Property, regardless of cause including any act or omission of the Landlord, its agents and employees. Tenant agrees to indemnify and to hold Landlord, its agents and employees, harmless from and against any and all loss, damage or expense arising out of any such damage or injury (including death).

23. ATTORNEYS' FEES. If, because of any breach or default by Tenant of its obligations under the terms, covenants and conditions of this Lease, it shall become necessary for Landlord to employ an attorney to enforce or defend any of its rights or remedies hereunder, Landlord shall be entitled to 15 percent of the unpaid rent or other liability to Landlord as attorneys' fees incurred in such connection.

24. TIME IS OF ESSENCE. Time is of the essence as to all provisions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.