

SAMPLE LEASE
ALL LEASE APPLICATIONS ARE AVAILABLE AT OUR OFFICE

LEASE FOR RESIDENTIAL PROPERTY FOR KATHERINE COURT APARTMENTS

In consideration of the mutual covenants set forth herein, this Lease is entered into this 22nd day of June, 2007 between Broadway Lofts Mgmt, LLC, (hereinafter "Landlord") and _____ (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows:

All that tract of land lying and being in Land Lot _____ of the _____ District, _____ Section of Bibb County, Georgia, and being known as Address 698 Broadway, Macon, Georgia 31201, according to the present system of numbering in and around this area, being more particularly described as Lot _____, Block _____, Unit _____ Phase/Section _____, Bibb County, Georgia, records together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property." The full legal description of the Property is the same as is recorded with the Clerk of the Superior Court of the county in which the Property is located and is made a part of this Lease by reference.

1. TERM. The initial term of this Lease shall be 12 months and 0 days beginning on **July 1, 2007** (Commencement Date"), through and including **June 30, 2008**.

2. POSSESSION. If Landlord is unable to deliver possession of the Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days of the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.

3. RENT. Tenant shall pay rent in advance in the sum _____ and no\100's Dollars (**\$000.00**) per month on the first day of each month during the Lease Term, at the address set forth in Other Provisions Paragraph 20 (or at such other place as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the 2nd day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing the Property.

4. LATE PAYMENT; SERVICE CHARGE FOR RETURNED CHECKS. Rent not paid in full by the fifth day of the month shall be late. Landlord has no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include a late charge of twenty five dollars (\$25.00) per day and, if applicable, a service charge for any returned check of twenty-eight dollars (\$28.00). Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Any rent not received by the eighth of the month will result in automatic eviction of named tenant.

5. SECURITY DEPOSIT. Tenant agrees to deposit of _____ no\100's dollars (**\$000.00**) cash, money order and/or check with Landlord before taking possession of the Property as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit"). The Security Deposit shall be held by Landlord as follows: [More than ten (10) units owned by Landlord or Landlord's spouse or minor children]. The Security Deposit shall be deposited in Landlord's escrow/trust account (#3601205515) at SunTrust Bank. Interest earned from such account(s), if any, shall accrue to and be retained by Landlord.

B. Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advise of Broker or Broker's Affiliated Licensees in deciding to pay such security deposit to Landlord. Landlord and Tenant acknowledge and agree that:

- (1) Broker has no responsibility for, or control over, the Security Deposit with Landlord;
- (2) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
- (3) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
- (4) Broker has no knowledge of the financial condition or financial stability of Landlord. Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.

C. The Security Deposit will be returned to Tenant within thirty (30) days after Property is vacated if:

- (1) Lease term has expired or Lease has been terminated in writing by the mutual consent of both parties;
- (2) All monies due Landlord by Tenant have been paid
- (3) Property is not damaged and is left in its original condition, normal wear and tear excepted;
- (4) All keys have been returned; and
- (5) Tenant is not in default under any of the terms of this Lease;

D. Within one (1) month after termination of this Lease or Tenant's vacating of the property whichever is later. Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of the Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of the Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or invitee, guests, or members of Tenant's household. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

6. MOVE-IN/MOVE-OUT INSPECTION. Prior to Tenant tendering a Security Deposit, Landlord shall provide Tenant with a list of any existing damages to the Property using the form entitled "Move-In, Move-Out Inspection Form" which form is attached hereto and incorporated herein by this reference. Prior to taking occupancy, Tenant will be given right to inspect the Property to ascertain the Move-In/Move-Out Form. Within three (3) business days after termination of Tenant's occupancy using the Move-In/Move-Out Form. Tenant shall have the right to inspect the Property within five (5) business days after termination of the Tenant's occupancy at a reasonable time mutually agreeable to Landlord and Tenant. To ascertain the accuracy of the list, Landlord and Tenant shall sign the list. Tenant must sign the list or sign a written statement listing the items of damage which Tenant disputes.

7. REPAIRS AND MAINTENANCE. Tenant acknowledges that Tenant has inspected the Property and that it is fit for residential occupancy. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair the following (a) all defects in the Property which create unsafe living conditions or render the Property uninhabitable, and (b) to the extent required by state law, such other defects which, if not corrected, will leave the Property in a state of disrepair. Except as provided above, the Tenant agrees to maintain the Property in the neat and clean condition presented at the time of rental, reasonable wear and tear excepted.

8. LEAD-BASED PAINT -- Dwellings Built Prior 1978. For any dwelling located on the Property built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference.

9. NOTICE OF PRIOR FLOODING ON PREMISES. Landlord hereby notifies Tenant as follows: Some portion or all of the living space on the Property has not been flooded at least three (3) times within the last five (5) years immediately preceding the execution of this Lease.

10. RENEWAL TERM. Either party may terminate this Lease at the end of the term by giving the other party thirty (30) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same. Thereafter, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord and Landlord may terminate this Lease upon (60) days written notice to Tenant, except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase.

11. SUBLET AND ASSIGNMENT. Tenant may not sublet the property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only.

12. RIGHT OF ACCESS, SIGNAGE. Landlord and Landlord's agents shall have the right of access to the Property for inspection, repairs and maintenance during reasonable hours. In case of emergency, Landlord may enter the Property at any time to protect life and prevent damage to the Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign in the yard or on the exterior of any dwelling on the property in whole or in part, may install a lockbox and may show the Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with landlord, Landlord's agent and Brokers (as defined in paragraph 21 herein) who may show the Property to prospective Tenants. In the event a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied. Tenant shall pay Landlord the sum of \$ 25.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

13. USE. The Property shall be used for residential purposes only and shall be occupied only by the (2) person(s) listed as follows _____ . The Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable declaration of condominium; declaration of covenants, conditions, and restrictions; all rules and regulations pursuant thereto; and any community association bylaws; and rules and regulations. Tenant shall not use or permit the Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on the Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

14. PROPERTY LOSS. Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence.

15. DEFAULT.

- A. If Tenant defaults under any term, condition or provision of this Lease, including, but not limited to, failure to pay rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall have the right to terminate this Lease by giving written notice to Tenant and to pursue all available legal and equitable remedies to remedy the default. Such termination shall not release Tenant from any liability for any amount due under this Lease.
- B. If Tenant abandons the Property or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease, each and any such breach shall constitute a default under this Lease. If any such default continues for three (3) calendar days after Landlord delivers written notice of said default to Tenant, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant.
- C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

16. RULES AND REGULATIONS.

- 1. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior permission of Landlord. If all keys to the Property are not returned when Tenant vacates the Property, Landlord may charge a re-key charge in the amount of eighty-five dollars (\$85.00).
- 2. Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant, for storage or, for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.
- 3. Other than for normal household use, no goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in or place on the Property.
- 4. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets maybe placed in walls, woodwork or any part of the Property.
- 5. Landlord shall have the right to enter the premises for inspection at all reasonable hours and whenever necessary to make repairs and alterations on apartment building.
- 6. No pets are allowed unless the exhibit entitled "Pet Exhibit" is attached to this Lease. A \$25.00 per day fine will be levied to the Tenant for any pets kept in the apartments or on the premises unless a Pet Exhibit is added to the Lease.
- 7. The primary parking area for Broadway Lofts residents is the fenced and lighted parking lot across Pine Street. Contact our office if you need a gate clicker. The \$20.00 clicker fee is completely refundable. Everyone is encouraged to park in the gated parking lot.
- 8. The only time it is acceptable to park beside the wooden deck is during a loading or unloading situation. All other times, no automobiles may be parked here. This is a 15-minute loading zone.
- 9. No Tenant shall perform any unnecessary maintenance on their vehicle on Broadway Lofts Property.
- 10. Places prohibited from parking:
 - A. Any area between the chain link fence and the old warehouse
 - B. Against any sidewalks (excluding Pine Street).
 - C. On any cobblestone area.
 - D. Any area that blocks a public alley that could be used for fire truck or other emergency access.
 - E. Any area that blocks access to the garbage dumpster.
- 11. Anyone in violation of point #9 will be towed immediately (at owner's expense).
- 12. Use of the gym and recreation room is limited to those that have paid a \$25.00 fee to gain access to a key.
- 13. Any tenant and/or their guest caught damaging any of the equipment will have their recreation room privilege revoked, and will be responsible for the costs incurred during abuse of the equipment.
- 14. No excessive noise shall be created from the room, including loud music, yelling, etc.
- 15. Upon exiting the room, each person is responsible for turning the lights out, and turning the heat or air conditioner off.
- 16. Residents are NOT to give out their four digit codes to enter the building. If this continues, we will be forced to turn this feature off. If we turn this feature off, each tenant will then be required to enter the building with his or her card.
- 17. No tenant should prop open any of the doors with any item unless there is a reasonable excuse (i.e. moving in and out of the building).
- 18. Each time that someone on staff is called to let a tenant into the building (due to lost card swipe) or to let the tenant into their unit (due to lost or forgotten keys), there will be a \$25.00 charge.
- 19. No Tenant is to have unnecessary noise emitting from their apartment between the hours of 10:00PM and 6:00AM (by rule of City of Macon ordinance).
- 20. There shall be no moving between the hours of 8:00PM and 8:00AM.
- 21. There is no smoking in any of the common areas. Smoking is not allowed in the common areas or in the elevator. Smoking is only allowed inside your unit or anywhere outside the building.
- 22. No major items such as bikes, furniture, or trash is to be left in the hallways. If a tenant wishes to leave something in the hallway such as furniture, approval from the management is required.
- 23. Excessive noise will not be tolerated. This includes horseplay, screaming, music, and any other loud sound-producing agent.
- 24. No dogs are to run free throughout the building at any time. All pets must remain on a leash.

25. Do not discard cigarette butts in the atrium or courtyard areas within the building. Also, do not discard cigarette butts on the rooftop deck or surrounding rooftop areas. Please respect others' right to cleanliness in these public areas.
26. No one is allowed beyond the railings of the rooftop deck at any time. Anyone caught proceeding beyond these areas of the rooftop deck will be immediately evicted, and pending the wishes of the landlord; charged with criminal trespass.
27. If you have any maintenance requests, they must be written down, and then given to someone in the management office. If a maintenance request is not filled out on paper, and then handed to the property manager or anyone on staff, then the management office cannot be held responsible for untimely maintenance service.
28. To reach the property manager after hours, call 256-1041. Please do not abuse this availability.
29. If you request that something in your unit be serviced or worked on, we will arrange a day and time for this to happen. If you own a dog, please be ready to make arrangements to have your dog out of the unit during this time. All maintenance work is done between 8:00am to 5:00pm (Monday through Friday).
30. Should Landlord make available to tenant, space for parking. Landlord shall not be held responsible from any damage to or loss of any vehicle stored or parked therein nor for any part of accessories of such vehicle, nor for any property stored or left in such space. Motor vehicles should only be parked in areas provided for same (parking lots, garages, etc.). Improper parked vehicles may be removed by Landlord at owner's expense

17. UTILITIES. Applicable utilities and/or service to be paid by Tenant:

- A. Electricity.
- B. Telephone
- C. Cable TV & Internet
- D. Other water – tenant will pay \$10.00 per month

Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at landlord's option, pay utilities and be reimbursed by Tenant along with next month's rent.

18. ABANDONMENT. If Tenant removes or attempts to remove personal property from the Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, the Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on the Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on the Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.

19. DISCLAIMER. Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant and Landlord on any matter, including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the Property; the condition of the Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the Property; hazardous or toxic materials; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the Property; any condition(s) existing off the Property whether permitted or proposed. Tenant and Landlord acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto. Tenant further acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. Tenant shall therefore be responsible to become fully acquainted with neighborhood and other off site conditions which could affect the Property.

20. OTHER PROVISIONS.

- A. **Time of Essence:** Time is of the essence of this Lease.
- B. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants and conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent subsequent action by Landlord for any such violation. No provision, covenant or condition of this lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- C. **Definitions:** "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property. For the purposes herein, Broker shall be the authorized agent of Landlord and shall have the full and complete authority to act on behalf of Landlord under this Lease including without limitation the right to execute this Lease in a representative capacity on behalf of Landlord. "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances.
- D. **Entire Agreement:** This Lease and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.
- E. **Attorney's Fees and Costs of Collection:** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.
- F. **Indemnification:** Tenant releases Landlord and Broker from liability for and agrees to indemnify Landlord and Broker against all losses incurred by Landlord or Broker as a result of: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Property to Tenant or Tenant's invitee or licensees

or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord or Broker; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against the Property as a result of Tenant's actions.

G. **Notices:** Except as otherwise provided herein, all notices, including demands, required or permitted hereunder shall be in writing and delivered either: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); or (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. Notwithstanding the above, notice by FAX shall be deemed to have been given as of the date and time it is if the sending FAX produces a written confirmation with the date, time and telephone number to which the notice was sent. Receipt of notice by the Broker representing a party as a client shall be deemed to be notice to that party for all purposes herein except in transactions where the Broker is practicing designated agency, receipt of notice by the designated agent representing a party as a client shall be required to constitute notice to that party. Notices shall be sent to Landlord at:

794 Ralph McGill Blvd.
Unit #23
Atlanta, GA 30312

H. **Waiver of Homestead Exemption:** Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.

21. AGENCY AND BROKERAGE.

- A. In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their brokerage agreement and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et.seq.
- B. The Broker working with the Landlord is identified on the signature page as the "Listing Broker"; and said broker is representing Landlord.

22. MILITARY ACTIVATION. If Tenant is called for active duty during the term of this Lease, Tenant shall present to Landlord official orders activating Tenant; then and in that event, this Lease shall be controlled by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended in 50 U.S.C.A. §§ 50-590 and O.C.G.A. §§ 44-7-37 as amended.

23. EXHIBITS. All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

24. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control.

(Mark box if additional pages are attached.)

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Broadway Loft Management LCC
Leasing Broker

Tenant's Signature SS/FEI #

Sample only

By: _____
Name: _____
Broker or Broker's Affiliated Licensee

Print or Type

Print or Type Name: Vern E. McCarty

Tenant's Signature SS/FEI #

Bus. Phone: 478-741-9393 FAX# 478-745-1306
Name: _____

Print or Type

Landlord's Signature (or Authorized Agent)

McCarty _____

Print or Type Name: Vern E.

BroadwayLoft Management
LCC

478-741-
9393
Telephone # for Emergency Repairs

Landlord's address for notices and mailing of rent:

_____ 698 MLK Jr. Blvd. Unit
75 _____
_____ Macon,
GA 31201 _____