

New Age Properties, LLC
1190 Belmont Road
Athens, GA 30605
706-713-0626
newagepropertiesllc@gmail.com

Lease Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 20____,
between _____
(hereinafter called "LESSEE") and New Age Properties, LLC, (hereinafter called "LESSOR").

Lessor does this day lease unto said lessee(s) a x BR/x BA house located at ADDRESS, Athens, Georgia, 30601, Clarke County, for the term beginning on August 1, 2010, and ending on July 30, 2011, with rent payable on the first day of each and every month, in the amount of \$XXXX.00 in advance, to: New Age Properties, LLC, 1190 Belmont Road, Athens, GA 30605, or to such other place as Lessor shall designate. **Lessees herein are jointly and severally responsible for the total amounts of all rents due under this Lease Agreement.**

RENT PAYMENTS AND LATE FEES

If rental payments are not received on or before the 5th day of each month and every month, Lessee agrees to pay a Late Fee of \$30.00 for any rental payments not received by the close of business at 5:00 PM on the 5th and a Late Fee of \$60.00 for any rental payment not received by the close of business at 5:00 PM on the 10th and \$90.00 for any rental payments not received by the close of business at 5:00 PM on the 15th of the month. Such Late Fees will be considered additional rent hereunder and must be paid in full by the last day of the month in which it is charged.

If the 5th falls on a Saturday or Sunday or a Holiday, rent is due on or before 12:00 PM the following business day.

If rental payments are not received by 5:00 PM on the 5th, notification by letter and/or phone will be given and dispossessory action will be taken.

Any and all costs associated with dispossessory or eviction shall be the responsibility of the tenant and shall be paid within thirty (30) days of incurring such costs to New Age Properties, LLC, including reasonable attorney's fees.

Lessee shall submit all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Lessor's acceptance of a partial payment constitute accord and satisfaction. Nor will Lessor's acceptance of a partial payment forfeit Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Lessor may accept any partial payment check with any conditional endorsement without prejudice to Lessor's right to recover the balance remaining due, or to pursue any other remedy available under this lease.

Any Late Fees accumulated within a 30-day period must be paid in full before the upcoming monthly rent will be accepted. All payments are posted to existing charges before posting to subsequent rents.

A dishonored check shall be considered non-payment of rent and Lessee agrees to pay to Lessor a fee of \$35.00 for each check so dishonored plus late fees as set out hereinabove. All future rent shall be paid by money order or other form deemed acceptable by Lessor.

If such rental payments are not received on or before the fifth day of each and every month, Lessor may, at its option, treat this Lease Agreement as in default, and may accelerate the remaining balance due under said Lease.

For Office Use Only

Holding/Security Deposit Received: Date _____

Amount: \$ _____ ___ cash ___ check - # _____

Pet Fee Received: Date _____

Amount: \$ _____ ___ cash ___ check - # _____

HOLDING DEPOSIT / SECURITY DEPOSIT AND PET FEE

HOLDING/SECURITY DEPOSIT--Lessee shall pay to Lessor, upon execution of this lease, a non-refundable Holding Deposit of \$XXXX.00 which shall be forfeited in the event Lessee does not take possession of or move into the leased unit on the beginning date stated above. Upon move-in, the Holding Deposit is then deemed a refundable Security Deposit which will be held by New Age Properties, LLC. Lessor may, at his option, deposit the Security Deposit in an interest-bearing account and Lessor may retain all accrued interest on said account to cover administrative costs to maintain said account.

Lessor shall have the right to use the Security Deposit to pay, as fully as possible, the expenses of repairing any damage to the premises or cleaning the premises (including flea treatments, if applicable). Said Security Deposit does not constitute liquidated damages, and Lessee may be liable for a sum higher or lower than the amount of Security Deposit. **IN NO EVENT SHALL LESSEE BE ENTITLED TO APPLY THE SECURITY DEPOSIT TO ANY RENTAL OR LATE FEES DUE HEREUNDER.** In the event Lessor shall bring a court action for breach of this Lease, Lessee shall be liable to Lessor for all costs of relating to collection of damages, including 15% as attorney's fees.

Such Security Deposit shall be refunded to Lessee within thirty (30) days of termination of this Lease provided that the premises is returned to Lessor in its original condition, normal wear and tear excepted, and there has been no breach of any of the terms of this Lease by Lessee.

SPECIAL STIPULATIONS (if applicable)

PET FEE-- Pets may be permitted on the premises **only with written permission of the Lessor**, and such permission may be withdrawn at any time if the animal(s) become a nuisance. Nuisance shall be in the sole and exclusive reasonable judgment of Lessor. An additional non-refundable fee of \$250.00 per pet will be required if Lessor grants written permission for Lessee's to have a pet on the premises. Any additional expenses incurred as a result of damage done by pet may be withheld from Security Deposit. If said pet becomes a nuisance, Lessee agrees to remove such pet from the premises if requested to do so by Lessor. **If a pet (including visiting pet) is found on the property without prior written approval in this Lease or by amendment hereto, the Security Deposit shall be forfeited in full**, and Lessee shall have such pet removed from the property within seven (7) days of receipt of notice to remove all pets or dispossessary action shall be taken.

UTILITIES

Lessor shall provide the following utility services only:

yard maintenance

Lessee acknowledges responsibility for establishment of the following utility services:

electricity gas water trash telephone cable

All utilities shall be put in Lessee(s)' name no later than the first day of the Lease and shall remain during the entire term of the Lease. Upon termination of this Lease, Lessee shall have utilities disconnected no sooner than the last day of the lease term. If at any time during the term of the Lease Lessee shall cause any of the utilities to be discontinued, Lessor may at Lessor's option have such utility or utilities reconnected and Lessee shall be responsible for reimbursing Lessor for all related costs.

USE OF PREMISES

Premises shall be used for private residential use only. Pursuant to local ordinance, not more than ___ unrelated persons are to reside within the premises at any time. **The only residents of the unit shall be the Lessee(s) of this Agreement.** Lessee agrees not to use or permit the use of the premises for any unlawful purpose nor to create or suffer any nuisances in the premises affecting the rights of others, and agrees to comply with all laws, ordinances, rules, regulations and directions of governmental authorities and Lessor shall not be held liable for any non-compliance by Lessee. "Nuisance", for purpose of this Agreement, shall be in the sole and exclusive reasonable judgment of Lessor.

REPAIRS, FIXTURES, AND IMPROVEMENTS

Lessee accepts unit in "as is" condition as suited for the use intended. Lessor makes no promise or guarantee with respect to replacement of any floor coverings (i.e. carpet, vinyl, wood surface). Lessee understands and agrees that the premises, equipment, and fixtures will be under the control of the Lessee and agrees to keep said premises, together with the fixtures therein, in clean and sanitary condition. **Lessee is responsible for changing furnace and/or air conditioning filters on a monthly basis and agrees to replace smoke detector batteries to ensure continuous operation of same.** Lessor will make necessary repairs to premises with reasonable promptness after receipt of **written notice** from Lessee. It is Lessee's responsibility to immediately report to Lessor in writing any plumbing leaks, running toilets or faucets or electrical or appliance malfunctions. Lessor shall not be responsible for high utility bills for more than four (4) days of a billing cycle based on the unit's average utility usage for the same seasonal billing period and only if such high bill is determined to be the direct result of the malfunction of an apparatus or appliance installed and maintained by Lessor. Should Lessee or Lessee's guests cause any damage (beyond normal wear and tear), Lessee agrees to pay Landlord the cost of necessary repairs with the next rental payment. Lessee may not remodel or structurally change the unit nor remove any fixture there from. Normal wear and tear shall not include scratches, smudges, holes and any other condition caused by Lessee which in the sole exclusive reasonable judgment of Lessor would require painting at the time of tenants rendering possession to Lessor.

Lessee shall make no changes to the interior or exterior of the premises nor attach any fixtures thereto without the prior written permission of Lessor. Lessee shall do nothing that would increase the premium or cause to cancel the Fire Insurance Policy on the premises. **Pursuant to State and Local Fire Codes, Lessee shall not use, store or allow to be used or stored any type of cooking grill, charcoal or liquefied petroleum gas or liquid fueled burners of any kind within ten (10) feet of any structure on the premises.** This provision shall serve as notice by Lessor that Lessee(s) assume all liability and responsibility for any and all fines which may be imposed by any City or State authority should Lessee(s) be found in violation of such statutes or ordinances. Lessee shall take all precautions necessary to prevent plumbing fixtures and pipes from freezing. Such precautions shall include, but shall not be limited to, keeping the premises sufficiently warm to prevent freezing and dripping faucets. Lessee shall be responsible for blockage of plumbing where such blockage is caused by introduction of materials not intended for disposal in the plumbing system. If the unit includes a garbage disposal that may cease to function, Lessor may at Lessor's option remove such disposal without providing a replacement. Lessee shall replace all damaged and missing doors, windowpanes and/or screens during the tenancy or upon vacancy or termination of the lease. Lessor shall provide one (1) telephone line to unit in proper working order. Should Lessee add any additional separate lines, it is Lessee's responsibility to return all lines to one line before move-out. Any such alterations to telephone lines that are not reversed upon move-out will be chargeable to Lessee. It is Lessee's responsibility for telephone wiring maintenance expenses and it is recommended that Lessee include "inside wiring maintenance coverage" when establishing phone service. Lessee shall be responsible for payment of any repair expenses caused by Lessee's negligence or abuse.

PROPERTY LOSS

Lessor shall not be liable for damage to resident's personal property of any type for any reason. Lessee shall be responsible for obtaining renter's insurance for fire loss and extended coverage and liability insurance with respect to Lessee's personal property. Lessee agrees to be responsible for his/her personal property and shall hold Lessor harmless for any damage thereto.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease nor sublet the premises or any part thereof, nor shall any other person occupy the premises without written consent of the Lessor and all other Lessee's herein. Any such assignment without written consent is void and such assignees shall be tenants at sufferance.

DEFAULT, HOLDING OVER, AND ABANDONMENT

Any failure of Lessee to comply with the terms and conditions of this Lease shall constitute default on the part of the Lessee and the Lessor shall be entitled to immediate possession of the premises. Lessor's retaking of the premises shall not be considered an election and Lessor may pursue any course of action for damages including legal action or collection activity instituted for a violation of or to enforce the provisions of this Lease and/or collect a debt.

RENEWAL TERM

Either party may terminate this Agreement at the end of the initial term by giving the other party thirty (30) days written notice prior to the end of the term. However, if no notice is given, this agreement will then be extended on a month-to-month basis with all terms remaining the same until terminated by either party upon thirty (30) days written notice. **Nothing herein shall give the Lessee the right to renew this Agreement. Lessee must notify New Age Properties, LLC of Lessee's intent to renew the Lease for the subsequent Lease term and a renewal Lease must be signed by Lessee or Lessee forfeits any option to renew.**

RIGHT OF ACCESS

Lessor shall have the right of access to premises, without notice, for inspection and maintenance during reasonable hours, and Lessee agrees not to withhold access to the premises unreasonably. In case of emergency, Lessor may enter at any time to protect life and/or prevent damage to the property. In any event, Lessor shall have the right to display a "FOR RENT" or "FOR SALE" sign, with appropriate information thereon, on the premises. Lessor shall have the right of access to the premises for the purpose of showing the unit to prospective tenants upon making a diligent attempt to notify Lessee by telephone one day prior to such appointment.

USE OF LOT

Lessee shall keep the lot and area in proximity of the unit entrances in clean and neat condition, and shall not put or allow any trash to be put thereon, nor cultivate plants, nor cut any trees without written permission of Lessor. If Lessee fails to properly maintain the yard and surrounding grounds in the immediate proximity of Lessee's unit, Lessor may contract for such service at a charge to Lessee of the cost of such maintenance plus a fine of \$25.00 for each time such service is provided.

DESTRUCTION OF PREMISES

If the premises are rendered untenable for a period in excess of seven (7) days, for any reason beyond the control of either party, the Lease shall terminate as of the date of such destruction or damage, and rent shall be prorated as of that date. Lessor shall have the right to determine tenability. Should Lessor make a determination of temporary untenability (i.e. due to loss of heat, power or water but specifically excluding air conditioning), Lessor may, at Lessor's sole option, approve a prorated per day credit for rent paid; however, Lessor assumes no obligation for reimbursement to Lessee of other accommodations or hotel/motel expenses. **Lessee may not withhold rent for any such expenses without the written consent of Lessor.**

ISSUANCE OF KEYS AND PENALTIES

There shall be one key issued per unit upon the above-referred date the Lease becomes effective. At the termination of the Lease Lessee(s) shall return to Lessor **ALL KEYS** including the original key and all copies made by Lessee(s). Failure to return all keys will result in a Twenty-Five (\$25.00) Dollar penalty and cost of locksmith. **Lost key policy:** In the event that the Lessee loses a key, the unit **must** be re-keyed at the Lessee's expense and be done by Lessor. Replacement of keys or re-keying after business hours will be at the Lessee's expense at a charge of \$50.00 and locksmith charges. In the event of an emergency outside normal business hours, should Lessee effect any lock alteration or key change, Lessee shall deliver new key(s) to New Age Properties, LLC no later than the close of the first business day following such alteration or change.

ACCELERATION CLAUSE

In the event Lessee(s) should breach any of the terms of this Agreement, Lessor, in addition to the other rights contained herein, shall have the right to accelerate all remaining rents which shall come due hereunder until the expiration date hereon.

EXHIBIT "A"

RULES AND REGULATIONS FOR LEASE

- (1) **Rent is due and payable on the first day of each month.** There will be late penalties assessed as outlined in "Late Fees" Section.
- (2) All yards, decks, patios, hallways, passages, driveways, etc., shall not be congested or used for storage by Lessee. No interior furniture/furnishings shall be allowed to be stored permanently or temporarily on the exterior of the premises.
- (3) Security Deposit will not be returned until the apartment is cleaned and vacated. **Security Deposit is not to be considered as last month's rent and is subject to forfeiture pursuant to lease provisions.**
- (4) No towels, clothing, bottles, beer kegs, mops, trash cans, laundry, etc., will be permitted to be stored or hung over the porch rails, patios or balconies of the dwelling, temporarily or permanently.
- (5) No illegal activity, noisy or disorderly conduct annoying or disturbing to other occupants of the building or neighborhood community shall be permitted. Outdoor social gatherings/parties will end or be moved indoors no later than 11PM and shall abide by local noise ordinances. A determination as to what activity may constitute a violation of this provision shall be at the sole discretion of Lessor.
- (6) Lessee shall not use any electrical appliance that will interfere with the reception of other tenants' appliances. Installation of satellite dishes must be approved in writing by Lessor and such devices mounted only in locations approved by Lessor.
- (7) All garbage or refuse must be carefully wrapped or in bags and placed in appropriate containers located on the premises or properly placed for pick up by private or municipal garbage services.
- (8) All glass, locks, screens, and trimmings in or upon doors and windows belonging to the building shall be kept whole and in place. No physical change may be made to the exterior or interior of the dwelling. Repairs or replacement because of removal, breakage, or damage to any of the above shall be charged in full to the Lessee.
- 9) Lessee is responsible for promptly reporting all damages done to the premises to New Age Properties, LLC within 8 hours of the damage occurrence.
- (10) Lessee shall be responsible for all costs relating to repairs that may become necessary to the dwelling and dwellings around Lessee's which may be caused by damage from overflow from drains or plumbing clogs due to the abuse or neglect of persons in the premises. **NOTE: LOW VOLUME TOILETS ARE NOT DESIGNED TO ACCOMMODATE ANYTHING OTHER THAN BODY WASTE OR SMALL AMOUNTS OF TOILET TISSUE.**
- (11) Lessee shall be responsible for reporting any change in family size or composition change in any occupant of the dwelling to the Lessor. Failure to do so will be considered a breach of the Lease. All Lessees signing this Lease are jointly and severally responsible for payment of the total amount of all rents due and any late fees or penalties assessed as a result of late payment or nonpayment.
- (12) **Pets are not allowed (not even visiting pets)** unless special provisions apply as outlined in this Lease to the contrary. **If a pet is found on the premises without prior written approval in this lease (even visiting pets), the security deposit shall be forfeited in full. Any pet permitted by management must be maintained on FRONTLINE, ADVANTAGE, or other similar veterinarian approved flea prevention program.**
- (13) Waterbeds will only be allowed by special permission by the Lessor.
- (14) At no time will motor vehicles be parked on lawns, grass, or "no parking" areas. Vehicles shall be parked in designated spaces and facing in the proper direction. No type of non-operative, unregistered vehicle or vehicle with an expired tag will be permitted on premises. Any vehicle in violation of this paragraph will be removed **without notice** at the expense of the resident owning the same. No repairing or oil changing will be permitted on the premises. Shared parking areas on the premises are intended for the exclusive use of Lessees and all visitors' vehicles shall be parked off the premises.
- (15) No signs, banners or printed material of any description whatsoever shall be placed in any window, attached to any exterior door or otherwise visible from the exterior of the leased premises including yard and common areas.

I have read the above Rules and Regulations and understand them. I agree to abide by all above rules and regulations, and understand that failure to adhere to these rules and regulations will constitute a breach of my Lease Agreement and will entitle Lessor to terminate said Lease Agreement.

LESSOR

DATE

LESSEE

DATE

LESSEE

DATE

LESSEE

DATE

EXHIBIT "C"

MOVE-OUT COST SCHEDULE

CLEANING AND REPAIR CHARGES:

If, prior to moving out, you do not clean the items listed below or do not leave them in satisfactory working order, the following charges may be deducted from your Security Deposit or reimbursable to New Age Properties, LLC if your Security Deposit is insufficient to cover the charges. The prices given for the items listed below are average estimated prices only. **If Lessor incurs a higher cost of cleaning or repair of an item you will be responsible for paying the higher cost.** Please note that this is not an all-inclusive list; you may be charged for cleaning or repair of additional items not on the list.

KITCHEN:

Frig/Freezer	\$25.00
Oven	\$25.00
Drip Pans	\$15.00
Vent Hood	\$5.00
Stove top	\$10.00
Vinyl floor	\$20.00
Counter Tops	\$5.00
Cabinets	\$15.00

BATHROOM:

Tub/Shower	\$25.00
Toilet	\$20.00
Sinks	\$5.00
Counter Tops	\$5.00
Floor	\$10.00
Mirror	\$5.00

LIVING ROOM:

Carpet	\$45.00
Baseboards	\$15.00
Window Sills	\$5.00

BEDROOM:

Carpet	\$35.00
Blinds	\$5.00
Closet	\$5.00
Window Sill	\$5.00

LAUNDRY ROOM:

Flooring	\$15.00
Washer (in & out)	\$15.00
Dryer (in & out)	\$10.00

MISCELLANEOUS

Holes in Walls	\$5.00-45.00
Trash Removal	\$10.00-\$50.00
Ceiling Fans	\$20.00
Interior window glass	\$35/room

REPLACEMENT CHARGES:

If any items are missing or damaged to the point that they must be replaced upon move-out, you will be charged the current cost of the item plus labor and service charges. A representative list of replacement charges is provided below. These are average estimated prices. **If Lessor incurs a higher cost for replacing an item, you will be responsible for paying the higher cost.** Please note that this is not an all-inclusive list; you may be charged for the cleaning or replacement of items that are not on the list.

WINDOW GLASS	\$65.00-\$125.00	FIRE EXTING.	\$20.00	DOOR FRAME	\$45.00-\$160.00
WINDOW SCREEN	\$25.00	KEY (door/mail)	\$5.00	DOORS	\$30.00-\$200.00
COUNTER TOPS	\$50.00-\$350.00	REFRIG. SHELF	\$20.00	LIGHT BULB	\$2.50
CRISPER COVER	\$15.00	CEILING FAN	\$75.00	CARPET	\$775.00-\$1700.00
MIRROR	\$35.00	LIGHT GLOBE	\$15.00	MINI BLINDS:	
WASHER	\$350.00	TOWEL BAR	\$15.00	small	\$25.00
DRYER	\$300.00	SHOWER ROD	\$10.00	medium	\$35.00
VINYL-KITCHEN	\$300.00	OUTLET COVER	\$2.50	large	\$55.00
VINYL-BATH	\$175.00				
VINYL-FOYER	\$65.00				

ACKNOWLEDGEMENT OF RECEIPT:

I acknowledge having read the above Move-Out Cost Schedule and received of a copy of the same.
I accept responsibility and liability for any damages to the aforementioned property.

LESSOR

DATE

LESSEE

DATE

LESSEE

DATE

LESSEE

DATE

EXHIBIT "D"

LEAD-BASED PAINT DISCLOSURE FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

Presence of lead-based paint and/or lead-based paint hazards. Check (a) or (b) below:

(a) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain: _____

(b) XX Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

Records and reports available to Lessor. Check (c) or (d) below:

(c) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in housing (list documents below.)

(d) XX Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment - Initial _____

(e) _____ Lessee has received copies of all information listed above.

(f) XX Lessee has received the pamphlet entitled, Protect Your Family from Lead in Your Home. **Please review at www.thelpa.com/free/leadpaint.pdf

Certification of Accuracy. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

LESSOR DATE

LESSEE DATE

LESSEE DATE

LESSEE DATE