

GET A HEAD START: LEASE SMART

Lease Clauses

Section 1: Who's the "lessor"? Who's the "lessee"?

BY THIS AGREEMENT made and entered into on August 1, 2011, between Carriage Apartments, herein referred to as Lessor, and Elizabeth Hoskins, herein referred to as Lessee, Lessor leases to Lessee the premises situated at 1010 River Street in the City of Centerville, County of Hickman, State of Georgia, and more particularly described as follows: Apartment 2B, (and hereinafter referred to as the demised premises) together with all appurtenances, for a term of 1 year[s], to commence on August 10, 2011, and to end on August 10, 2012, at 12 o'clock a.m.

Section 2: What's in a lease?

Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Carriage Apartments.

Late Payments. For any rent payment not made by the date due, Lessee shall pay a late fee in the amount of Fifty Dollars (\$50).

Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee shall pay a charge of Fifty Dollars (\$50) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

Section 3: What about fees and deposits? The Late Payments and Returned Checks clauses above are examples of fees. What does the statement below say about security deposits?

Security Deposit. On execution of this lease, Lessee deposits with Lessor the amount of Six Hundred Dollars (\$600), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof. Lessor shall either (i) deposit the security deposit in an escrow account established only for that purpose in any bank or lending institution subject to regulation by the State of Georgia or any agency of the United States government; or (ii) post and maintain an effective surety bond with the clerk of the superior court in the county in which the demised premises is located, in accordance with law. The security deposit shall be held in trust for Lessee by Lessor. If Lessor has deposited the amount in an escrow account, Lessor shall inform Lessee in writing of the location and account number of the said account. The security deposit along with interest (if required by law) shall be returned to Lessee, on the full and faithful performance by Lessee of the provisions hereof, within one (1) month after the termination of this lease or the surrender of the demised premises and acceptance thereof by Lessor, whichever occurs later.

Section 4: When can the property manager keep your security deposit?

Lessor shall not retain any security deposit to cover ordinary wear and tear which occurred as a result of use of the demised premises provided that there was no negligence, carelessness,

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accident, or abuse of the demised premises by Lessee or members of Lessee's household or Lessee's invitees. If actual cause exists for retaining any portion of the security deposit, then Lessor shall provide Lessee with a written statement listing the exact reasons for such retention in accordance with law, together with the payment of the difference between the sum deposited and the amount retained.

Ask the audience: What's wear and tear? What are damages? How would you categorize each of these?

Loose door lock

Burned carpeting

Cuts in countertop

Faded paint

Torn or missing drapes

Broken window

Toilet runs or wobbles

Loose wallpaper

Oil stains on carpet

Broken lock

Ripped or marked up wallpaper

Missing lock

Dirty screens

Loose faucet handle

Closet bi-fold door off track

Worn carpeting

Section 5: What about moving in and moving out? Say what?

Condition of Premises. Prior to tendering a security deposit, Lessee shall be presented with a comprehensive list of any existing damage to the demised premises, which list shall be for Lessee's permanent retention. Lessee shall have the right to inspect the demised premises to ascertain the accuracy of the list prior to taking occupancy. Lessor and Lessee shall sign the list which shall be conclusive evidence of the accuracy of the list but shall not be conclusive as to latent defects. If Lessee refuses to sign the list, then Lessee shall state specifically in writing the items on the list and shall sign such statement of dissent.

Termination. Within three (3) business days after the date of the termination of this lease, Lessor or Lessor's agent shall inspect the demised premises and compile a comprehensive list of any damage done to the demised premises which is the basis for any charge against the security deposit and the estimated dollar value of such damage. Lessee shall have the right to inspect the demised premises within five business days after the termination of this lease in order to ascertain the accuracy of the list. Lessor and Lessee shall sign the list, and this shall be conclusive evidence of the accuracy of the list. If Lessee refuses to sign the list, Lessee shall state specifically in writing the items on the list to which Lessee dissents and shall sign such statement of dissent.

Section 6: Maintenance and Repairs

Maintenance and Repair. Lessee shall, at Lessee's sole expense, keep and maintain the demised premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the demised premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of Lessee's employee, family, agent, or visitor. Major maintenance and repair of the

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demised premises, not due to Lessee's misuse, waste, or neglect or that of Lessee's employee, family, agent, or visitor, shall be the responsibility of Lessor. Lessor shall be liable for all substantial improvements placed upon the demised premises with the consent of Lessor. Lessee agrees that no signs shall be placed or painting done on or about the demised premises by Lessee or at his direction without the prior written consent of Lessor.

Section 7: Leaving Before the Lease Is Up – Subleasing

Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the demised premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.