

RENTAL AGREEMENT OR RESIDENTIAL LEASE

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, ____ Anika Properties, LLC ____, shall be referred to as "Landlord" and Tenant(s)/Lessee, _____, shall be referred to as "RESIDENT." As consideration for this agreement, Landlord agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from LANDLORD for use solely as a private residence, the premises located at _____.

1. **TERMS:** The term of this lease is for 12 Months, beginning on _____, and ending on _____. At the expiration of said term, the lease will automatically be renewed for a period of one month unless either party notifies the other of its intention to terminate the lease at least one month before its expiration date.

(or)

At the expiration of said term, the lease will expire unless the tenant gives a written notice at least 30 days before the termination date of the lease. Thereafter, the lease will automatically be renewed for periods of one month until either party notifies the other of its intention to terminate the lease. The notice of termination will be in writing and will be effective on the next rental date no less than 30 days after the date of the notice.

2. **RENT PAYMENTS:** All payments are to be made by check or money order and cash shall be acceptable. Tenant agrees to pay rent in the amount of _____ per month, Utility _____ per month for Water, other _____ per month, total payment of _____. And each payment due on the ___1st___ day of each month and to be made payable to at: **Anika Properties, LLC. 2755 Olivine Dr, Dacula, GA 30019.**

3. **SECURITY DEPOSITS:** Tenant has paid a deposit of _____ of which Landlord acknowledges receipt. The total of the mentioned deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely vacated less any amount necessary to pay LANDLORD; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 15 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to LANDLORD.

4. **LATE CHARGE:** A late fee of **\$75** shall be added payment of rent made after the 3rd of the month. In addition **\$10/per day** will be added if no payment is received. By **7th** of the month **\$250 eviction fee** shall be added. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of **\$35** return check fee.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except Electricity
 _____ Gas _____ Water _____ Garbage collection _____ Snow removal _____ Landscaping _____ other _____

6. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of LANDLORD shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of LANDLORD obtained in advance _____

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the LANDLORD. Such consent if granted shall be revocable at LANDLORD'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of **\$300.00** None Refundable. RESIDENT also agrees to carry insurance deemed appropriate by LANDLORD to cover possible liability and damages that may be caused by such animals.

8. LIQUID FILLED FURNISHINGS: No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the LANDLORD. RESIDENT also agrees to carry insurance deemed appropriate by LANDLORD to cover possible losses that may be caused by such items.

9. **PARKING:** When and if RESIDENT is assigned a parking area/space on LANDLORD'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space _____. The parking fee for this space (if applicable is \$_____ monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by LANDLORD.

10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, LANDLORD or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by LANDLORD are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to LANDLORD in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to LANDLORD. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

12A. INVENTORY CHECKLIST

The Tenant is provided with an Inventory Move-In Checklist attached to this lease. The Tenant shall note the conditions of each item on the checklist and return a copy to the Landlord within 10 days after taking possessions. If the Landlord objects to inclusions of any item, he/she shall notify the Tenant in writing within 10 days. The Tenant and Landlord shall note the condition of each item on the checklist after the Tenant returns possession to the Landlord and shall give a copy to the other party. The Landlord may not retain any portion of the Security Deposit for damages noted in the Move-Out Checklist to which the Landlord did not object.

13. **TENANT IMPROVEMENTS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD except as may be provided by law.

14. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. **RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. RESIDENT responsible to reset Garbage Disposal if that gets clogged.**

15. **INSURANCE:** RESIDENT is hereby advised and understands that the personal property of the Resident is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Resident is advised that, if insurance coverage is desired by the Resident, please obtain one.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by LANDLORD after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to LANDLORD. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to LANDLORD'S loss of prospective new renters.

18. **POSSESSION:** If LANDLORD is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or LANDLORD may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other; and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. **INSURANCE:** RESIDENT acknowledges that LANDLORDS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LANDLORD be held liable for such losses. RESIDENT is hereby advised to obtain his/her own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** LANDLORD may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. LANDLORD shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform.

21. **ABANDONMENT:** If at any time during the term of the Lease, the TENANT abandons the Property or any part of the Property, the LANDLORD may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the TENANT for damages or for any payment of any kind. If Property is abandoned, in which case the LANDLORD may dispose of all such personal property in any manner the LANDLORD deem proper and is relieved of all liability for doing so.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** LANDLORD'S acceptance of rent with knowledge of any default by RESIDENT or waiver by LANDLORD of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by LANDLORD of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check) ☐ Lead Based Paint Disclosure Form ☐ EPA Pamphlet

27. **SUBLEASING:** Tenant shall not assign this agreement or sublet the dwelling unit without the written consent of Landlord. Such consent shall not be withheld without good reason. This paragraph shall not prevent Tenant from having guests for reasonably short periods of time.

28.A. **NOTICES (GENERAL):** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to LANDLORD shall be served at **2755 Olivine Dr, Dacula, GA 30019**.

28.B. **NOTICES (MAINTENANCE):** All maintenance notices should be either calling or texting 404-944-3084 and/or emailing to hime1976@gmail.com. Resident agrees to notify via at least two methods.

29. **INVENTORY:** The premises contain the following items that the RESIDENT may use. **Refrigerator, Dishwasher, Garbage Disposal, Range, Water Heater, HVAC units, Kitchen Cabinet and Counter Tops, Bathroom Vanities**_____.

30. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement (Please check) ☐ Keys #of keys and purposes _____ ☐ House Rules ☐ Pet Agreement ☐ Move in Inspection Checklist _____.

31. **CARBON MONOXIDE ALARM:** Upon possession, the Landlord will provide the Resident with working Carbon Monoxide Alarm and Resident will keep, test and maintain in good repair all the carbon monoxide in the property. Resident must provide the Landlord with a written notice if any carbon monoxide needs replaced or if the alarm is stolen, removed, missing or not operational.

32. **TERMINATION IN EVENT OF SALE.** It is expressly agreed that LANDLORD, at its option, may terminate this Lease upon 30 days' notice to Tenant in the event of a sale of the building containing the Premises.

32. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between LANDLORD and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

33. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

LANDLORD acknowledges receipt of the First Month rent of \$____, Security Deposit of \$____ and \$____ Garbage Pickup fee.

RESIDENT'S Signature _____

Date_____

RESIDENT'S Signature _____

Date_____

LANDLORD'S or Agent's Signature _____

Date_____