

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 19th day of November, 2016

BETWEEN:

Andrea & Barton Rice

(the "Landlord")

- AND -

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the condo, municipally described as #902, 755 E. Broad Street, Atlanta, Georgia 30601 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No animals are allowed to be kept in or about the Property.
5. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

Term

6. The term of the Lease commences at 12:00 noon on November 11, 2016 and ends at 12:00 noon on November 11, 2016.

7. Upon the greater of 30 days' notice and any notice required under the applicable legislation of the State of Georgia (the "Act"), the Landlord may terminate this tenancy if the Tenant has defaulted in the payment of any portion of the Rent when due, and that amount is still due after any grace period required by the Act.
8. Upon any notice required by the Act, the Landlord may terminate this tenancy if the Tenant has breached any provision of this lease.
9. Upon the greater of 30 days' notice and any notice required under the Act, the Landlord may terminate this tenancy without cause or reason.
10. Upon the greater of 30 days' notice and any notice required under the Act, the Tenant may terminate this tenancy without cause or reason.

Rent

11. Subject to the provisions of this Lease, the rent for the Property is \$1,200.00 per month (the "Rent").
12. The Tenant will pay the Rent on or before the 1st of each and every month of the term of this Lease to the Landlord at 8025 English Rose Way, Roswell, Georgia 30076 or at such other place as the Landlord may later designate.

Inspections

13. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

Renewal of Lease

14. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Parties cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation.

Tenant Improvements

15. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

16. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

17. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
18. The Tenant is responsible for insuring the Property for damage or loss to the structure, mechanical or improvements to the building of the Property for the benefit of the Parties. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
19. The Tenant is responsible for insuring the Property for liability insurance for the benefit of the Parties.
20. The Tenant will provide proof of such insurance to the Landlord upon request.

Attorney Fees

21. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

22. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Georgia.

Severability

23. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act.

Further, any provisions that are required by the Act are incorporated into this Lease.

24. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

25. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

26. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

27. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

28. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
29. The Tenant will not engage in any illegal trade or activity on or about the Property.
30. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
31. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
32. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

33. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Lead Warning

34. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of 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 hazards in the dwelling. **Lessees must also receive a federally approved pamphlet on lead poisoning prevention.**

Mediation and Arbitration

35. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be shared equally by the Parties.

Address for Notice

36. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

a. Name: _____.

b. Phone: _____.

37. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: Andrea & Barton Rice.

b. Address: 8025 English Rose Way, Roswell, Georgia 30076.

The contact information for the Landlord is:

c. Phone: 404 401-8844.

d. Email address: barton.rice@yahoo.com.

General Provisions

38. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
39. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
40. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
41. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
42. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
43. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
44. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
45. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
46. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
47. This Lease constitutes the entire agreement between the Parties.
48. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
49. Time is of the essence in this Lease.

IN WITNESS WHEREOF _____ and Andrea & Barton Rice have duly affixed their signatures on this 19th day of November, 2016.

Tenant: _____

Landlord: Andrea & Barton Rice

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the ____ day of _____, 20____.

Tenant: _____