



# RESIDENTIAL LEASE AGREEMENT



This Agreement made this date, \_\_\_\_\_, is between **McCreary Realty Management, Inc., AMO®** (hereinafter called "Management") and **«Name»** (hereinafter called "Lessee").

Management leases to Lessee, and Lessee rents from Management, Property located at \_\_\_\_\_, Georgia \_\_\_\_\_ (hereinafter called the "Property") under the following conditions:

### ALL RENT DUE ON OR BEFORE THE FIRST DAY OF THE MONTH IN ADVANCE.

#### 1. TERM

The initial term of this Residential Lease Agreement (hereinafter called the "Agreement") shall be \_\_\_\_\_ months, \_\_\_\_\_ days, beginning on the scheduled day of occupancy \_\_\_\_\_ and ending \_\_\_\_\_.

#### 2. POSSESSION

If there is a delay in delivery of possession by Management, rent shall abate on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Lessee may void this Agreement and have full refund of any deposit. Management shall not be liable for damages for delay in granting possession to Lessee.

#### 3. RENT

Rent is payable monthly in advance at a rate of \$ \_\_\_\_\_ per month, due during the term of this Agreement on or before the first day of each month at the office of Management or at such other place as Management may designate. Mailing the rent does not constitute payment. It must be received at the office of Management to be considered paid. Lessee acknowledges that all funds received will be applied to the oldest outstanding balance including but not limited to late charges resulting from late payments of rent, fees associated with dishonored checks or electronic payments, administrative fees, costs and fees associated with a dispossessionary action, etc.

#### 4. LATE PAYMENT, LATE CHARGES AND RETURNED CHECKS

Time is of the essence in this Agreement. If Management elects to accept rent after the fifth (5th) day of the month, at 9AM on the sixth (6th) day of the month (regardless of weekends, pay periods and holidays), a late charge of five percent (5%) of the monthly rent shall be paid by Lessee as liquidated damages for services required by Management in collecting rent. If rent is not paid 9AM on the tenth (10th) day of the month an additional late fee of ten percent (10%) of the monthly rent shall be paid by Lessee as Liquidated Damages for services required by Management in collecting past due rent. On the tenth (10th) day of the month, dispossessionary proceedings will be commenced pursuant to Official Code of Georgia Annotated Sections 44-7-50 through 44-7-58. If Management elects to accept payment after the tenth (10th) of the month, then Lessee must pay the past due rent, the dispossessionary warrant filing fees, court costs, sheriff's fees, attorney fees and a total late charge of fifteen percent (15%) of the monthly rent as liquidated damages for services required of Management in collecting rent. Lessee shall tender any and all rent and fees due after the tenth (10th) day of the month by cashier's check, or money order.

If Lessee's rent check or electronic payment is not paid by Lessee's bank, Management will notify Lessee of this occurrence and Lessee will have forty-eight (48) hours from such notice to deliver to Management either cashier's check or money order in payment of rent and applicable late charges. Additionally, a charge of five percent (5%) of the check or electronic payment or \$30.00, whichever is greater, will be due to cover the expense of handling the dishonored check or electronic payment. Management reserves the right to refuse to accept personal checks or electronic payments from a Lessee after one or more of Lessee's personal checks or electronic payments have been returned by the bank.

#### 5. SECURITY DEPOSIT

Management acknowledges receipt of \$ \_\_\_\_\_ as security for Lessee's fulfillment of the conditions of this Agreement. All Deposits to be placed at State Bank & Trust, Marietta, GA or SunTrust Bank, Marietta Georgia. Interest earned from said account(s), if any, to accrue to Management. Security deposit will be returned to Lessee within thirty (30) days after property is vacated if:

- (a) Lease term has expired or Agreement has been terminated in writing by both parties; and
- (b) Lessee has given a written, paid thirty day (30-day) notice to vacate; and
- (c) No damage has been done to Property or its contents, except normal wear & tear; and
- (d) Property is returned by Lessee fully cleaned; all trash, debris and personal items removed; and,
- (e) Property is returned with the yard freshly maintained if required in this agreement; and,
- (f) All rent, fees and charges have been paid by Lessee in full; and
- (g) All door keys and amenity keys, mailbox keys, access cards, gate openers, garage door openers, if any, have been returned to Management.

Lessee may not apply the deposit to any rent payment. Deposit may be applied by Management to satisfy all or part of Lessee's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. Management shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property caused by the negligence, carelessness, accident or abuse of Lessee, Lessee's household or their invitees, licensees and guests; (2) unpaid rent, utility charges or pet fees; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; and/or (5) late fees and any other unpaid fees and charges referenced herein. All parties acknowledge that the security deposit will be forfeited to Owner as partial liquidated damages if Lessee vacates the Property (regardless of reason) without first tendering to Management payment in full through the initial term or any subsequent renewal term of this Agreement.

Lessee acknowledges that Lessee has been given a list of any existing damage to the Property, that Lessee has had an opportunity to inspect the Property, and examine such damage, if any, and that Lessee has approved and accepted said list except as previously specified in writing on said list, copies of which have been retained by Lessee and by Management. Lessee acknowledges that they have three business days from signing this agreement to add or delete from this list. If they choose not to change the list, the original list will become the permanent one.

#### 6. TERMINATION, RENEWAL AND HOLDOVER

Lessee acknowledges that this Agreement does not include any early termination privileges, unless otherwise stipulated or amended. This agreement shall terminate automatically at the end of the term shown in paragraph 1 of this Agreement, with Lessee still required to give Management a fully paid thirty (30) day written notice prior to vacating the Property at the end of the term. Management must give Lessee thirty (30) days written notice prior to the end of the term as well. Lessee must use the notice form provided to him by Management at the signing of this Agreement, in order for notice to be accepted by Management. Returning keys & remotes for the property to Management shall be considered returning possession of the Property. Once possession has been returned to Management, Lessee may not re-enter any portion of the property, lot or structure for any reason or cause whatsoever. Any renewal or extension of this Agreement must be in writing and signed by the Lessee and Management. If a new Agreement has not been properly signed by all parties or if for any other reason Lessee still occupies the Property after expiration of the Agreement (which is a violation of this Agreement), Lessee shall be a tenant on a month-to-month basis, which requires thirty (30) days written notice of termination by either party (Lessee being required to pay the notice period rental in full with the notification), with all other terms of this Agreement remaining in effect. There shall be an automatic 25% fee of the rental amount due each month during the month-to-month periods. Upon termination of this Agreement, Lessee shall remove all of Lessee's property and deliver possession of the Property in clean condition and good repair to Management.

#### 7. SUB-LET; ASSIGNMENT

Lessee may not sublet Premises in whole or in part or assign this Lease. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Property Owner. Management may assign this Agreement to the property owner(s) or another Management Company at any time upon written notice to the Lessee and Lessee shall continue to be bound to all terms and conditions of this agreement.

Lessee's Initials \_\_\_\_\_ Date \_\_\_\_\_

Lessee's Initials \_\_\_\_\_ Date \_\_\_\_\_

Management \_\_\_\_\_ Date \_\_\_\_\_

**8. DISCLOSURE; NOTICE OF AGENCY:**

McCREARY REALTY MANAGEMENT, INC. whose address is 390 Roswell St., Suite 200, Marietta, Georgia 30060, has acted as Agent for the Owner in this transaction and is to be paid a commission by \_\_\_\_\_. McCreary Realty Management, Inc. has not acted as agent in this transaction for the tenant.

**9. HABITABILITY**

If Property is made uninhabitable by fire, storm or other casualty, rent shall abate from the date of such destruction, until this property is made habitable again. After such destruction, either party may submit 30-Days written notice to terminate this Agreement to the other party.

**10. RIGHT OF ACCESS**

Management shall have the right of access to Property for repairs, inspection and maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the Property. During the last thirty (30) days of occupancy, Management may show the Property during reasonable hours. Management will attempt to notify Lessee prior to entering the Property, but Management has the right to enter without notification only during normal business hours (Monday through Friday, 9 AM to 5:30 PM). If at any time during the term of this or any subsequent renewal term of this Agreement, Owner elects to market the property for sale, Lessee agrees to allow Owner or his legal Agent to show the property during normal business hours as previously defined. If Lessee fails to keep a pre-arranged, mutually agreed to appointment allowing access to the Property, then Lessee agrees to pay \$100.00 per event as liquidated damages to Management and such amount shall be due and payable with next rental installment.

**11. USE**

The Property shall be used for residential purposes only and shall be occupied only by the persons named in Lessee's application to lease. Property shall be used so as to comply with all state, county and municipal laws and ordinances. **Lessee further agrees to abide by any and all Homeowners Association Covenants, Conditions and Restrictions & Regulations and acknowledges receipt of HOA Documents.** Lessee shall not use Property or permit it to be used for any disorderly or unlawful purpose. Lessee shall be responsible for ensuring that Lessee and members of Lessee's household and their invitees, licensees and guests comply with the Rules and Regulations applicable to Lessee set forth herein and any term, condition or provision of this Lease relating to the use of the Premises or Property and do not engage in any activity while on Property that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Lessee or any of the above-named parties are arrested or indicted for an unlawful activity occurring on Property and said charges are not dismissed within 30 (thirty) days thereafter, Lessee shall be deemed to be in default of this Lease and Management may terminate this Lease immediately. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.

**12. PROPERTY LOSS**

Management nor Property Owner shall not be liable for any damage to any of Lessee's property of any type for any reason or cause whatsoever, except where such damage is due to gross negligence or willful misconduct. Management recommends that Lessee obtain renter's insurance for the protection of their household goods and personal effects (said renter's insurance would be at Lessee's sole expense). Lessee is responsible for obtaining liability insurance for Lessee's own potential liability.

**13. PETS**

No animals, birds, or pets of any kind shall be permitted in Property without prior written consent of Management.

**14. INDEMNIFICATION**

Lessee releases Management from liability for and agrees to indemnify and defend Management against all losses incurred by Management as a result of (a) Lessee's failure to comply with or to fulfill any condition of this Agreement; (b) any damage or injury happening in or about Property to Lessee's invitees or licensees or such person's property; (c) Lessee's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against Property as a result of Lessee's action. This provision shall survive the termination of this Agreement.

**15. FAILURE OF MANAGEMENT TO ACT**

Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation or prevent Management from insisting on strict compliance in the future.

**16. REMEDIES CUMULATIVE**

All remedies under this agreement by law or equity shall be cumulative. If a suit for any breach of this Agreement establishes a breach by Lessee, Lessee shall pay to Management all expenses incurred in connection therewith.

**17. NOTICES**

Any notice required by this Agreement shall be deemed to be given if delivered personally, e-mailed, faxed or deposited in first class, registered or certified U.S. Mail, except as otherwise provided herein. All Notices to Lessee shall be delivered to the Property Address or Lessee's registered e-mail address or Fax number. All Notices shall be delivered to Management at 390 Roswell St, Suite 200, Marietta, GA 30060 or by e-mail at [info@mccrearyrealty.com](mailto:info@mccrearyrealty.com) or by Fax number 770-427-3955.

**18. REPAIRS**

Lessee acknowledges that he has inspected the Property and accepts the Property in "as-is" condition for the use intended. Lessee understands and agrees that the Property, equipment and fixtures will be under Lessee's control and agrees to keep said Property, equipment and fixtures in a clean, sightly and sanitary condition. Management will make necessary repairs to Property with reasonable promptness after receipt of written notice from Lessee for major deficiencies, which create unsafe or untenable conditions. Major deficiencies are those requiring repairs to the Property's structure affecting habitability or to the following systems: electrical, plumbing, heating, built-in cooling and built-in appliances and as further outlined in the Maintenance Procedures Addendum. Lessee shall be responsible for the cost incurred for a service call and/or repair under the following conditions: (i) no problem was discovered; (ii) the problem was the direct cause of Lessee's negligence, misuse or abuse; or (iii) the problem was for an area which Lessee already was responsible for in this Agreement. Lessee shall make or cause to be made all incidental repairs other than above (such as: changing HVAC filters, unclogging drains & toilets, light bulbs, tightening screws, unclogging disposals, etc.). If Lessee or his guest or licensees cause any damage, beyond normal wear and tear, Lessee agrees to pay Management the cost of repair with the next rental payment. Lessee may not paint, wallpaper, remodel or structurally change Property in any way or remove any appliance, lighting fixture, cabinet, door, window, lock(s), or any other fixture of any type or kind therefrom without written authority from Management.

**19. ABANDONMENT**

If Lessee removes or attempts to remove his/her possessions from the Property other than in the usual course of continuing occupancy, with or without having first paid Management all monies due, Property may be considered abandoned and Management shall have the right, without notice, to store or dispose of any possessions left on the Property by Lessee. Management shall have the right to immediately re-rent the Property upon abandonment by Lessee. In addition, Management shall have the right to store or dispose of any of Lessee's possessions remaining on the Property after the termination of this Agreement. Any such possessions shall be considered Management's property and title thereto shall vest in Management.

**20. DEFAULT BY LESSEE**

Any breach or violation of any provision of this Agreement by Lessee or by Lessee's guests at the Property or any untrue or misleading information in Lessee's rental application shall give Management the right to terminate this Agreement immediately upon notice to Lessee of such default, breach or violation. Management shall give Lessee five (5) days written notice to cure said breach. If said breach is not cured, Management will cancel the Agreement and give Lessee a thirty (30) day written notice to vacate. Lessee's security deposit shall be immediately forfeited to Owner as partial liquidated damages.

\_\_\_\_\_  
Lessee's Initials                      Date

\_\_\_\_\_  
Lessee's Initials                      Date

\_\_\_\_\_  
Management                              Date

**21. SECURITY DISCLAIMER**

Lessee acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which Property is located; and (2) while Owner may from time to time do things to make Property reasonably safe, neither Owner nor Management is a provider or guarantor of security in or around Property. Lessee acknowledges that prior to occupying Property, Lessee has carefully inspected all windows & doors (including locks for same) and all exterior lighting and found these items: a) to be in good working order and repair; and b) reasonably safe for Lessee and Lessee's family members, guest and invitees knowing the risk of crime. If during the term of this Agreement any of the above items become broken or fall into disrepair, Lessee shall give written notice to Management of the same immediately.

**22. NON-SMOKING CLAUSE**

Lessee acknowledge that during the term of their occupancy of Property for this Agreement and any extensions or renewals of this Agreement, that all interior areas of the property, including all rooms, basements, garages, storage rooms, as well as all covered or enclosed exterior porches are designated as "non-smoking" areas. Smoking of any products by Lessee or any resident, guest or invitee in any of the referenced areas will be considered a violation of this Lease Agreement. If any evidence of smoking in these areas is found at move-out, then Lessee shall be responsible for all costs of removing any odors and/or smoke residue from the walls, ceilings, fixtures and flooring in the Property.

**23. RULES AND REGULATIONS**

- (a) Locks: Lessee is prohibited from adding locks, changing or in any way altering locks installed on the doors of Property. If Lessee is "locked out" a flat \$100.00 charge will be due to Management by Lessee for gaining reentry into the Property. If all door keys and amenity keys, mailbox keys, access cards, gate openers, garage door openers, if any issued to Lessee are not returned to Management at the end of this or any subsequent Agreement, Lessee will be charged the cost of re-keying all locks or replacement for the Property.
- (b) Motor vehicles with expired or missing plates, non-operative vehicles, boats, trailers, RV's and campers are not permitted on the Property. Management at the expense of Lessee may remove any such vehicle for storage, public or private sale, at Management's option, and Lessee shall have no right or recourse against Management thereafter.
- (c) Storage: Other than normal household good in quantities reasonably expected in normal household use, no goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Lessee's risk and Management shall not be responsible for any loss or damage. Lessee shall not, on or in Property, improperly dispose of motor oil, paints, paint thinners, gasoline, kerosene or any other product, which can cause environmental contamination on or in Property.
- (d) Walls: No large nails, screws or adhesive hangers except standard picture hooks, shade brackets, mini blind mounts and curtain rod brackets may be placed in walls, woodwork or any part of the Property. Lessee may not paint or wallpaper at any time without written authorization from Management.
- (e) Property is presented to resident in a clean, trash & debris free state and agrees to maintain the Property in that condition throughout the term of tenancy, less reasonable wear and tear. Good housekeeping is expected of everyone at all times during the term of this Agreement! Lessee agrees to return possession of the property in a clean, trash & debris-free state with all applicable lawn maintenance current. Pest Control Treatments were performed at Property prior to possession by Lessee. Lessee shall be responsible for all future treatments including ants, roaches, spiders, fleas, and other insects. Property Owner is responsible for termite and rodent control.
- (f) Returning keys & remotes for the property to Management shall be considered returning possession of the Property. Once possession has been returned to Management, Lessee may not re-enter any portion of the property, lot or structure for any reason or cause whatsoever.
- (f) No window air conditioning units may be installed by Lessee and used to cool Premises. No window treatments currently existing on any windows shall be removed or replaced by Lessee.
- (g) Lessee shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located within the community. Lessee shall comply with all posted Rules and Regulations governing the parking of motor vehicles on Property or the use of driveways, sidewalks and streets within the community. Lessee shall not skateboard, skate, rollerblade or bicycle on Property without wearing proper safety equipment.
- (h) Any location and means of installation and repair and/or maintenance of any telephone, cable TV, satellite, Internet or data wiring and/or systems are the sole responsibility of Lessee, but must be approved, in advance, by Management. Management does not warrant and shall not be responsible for any portion of any telephone, cable TV, satellite, Internet or data wiring and/or systems serving Property. Prior to Lessee returning possession of Property, Lessee agrees to have any satellite dish professionally removed from the structure and any penetrations in the roofing or siding of the structure professionally sealed and/or restored.
- (i) Lessee shall pay and be liable for all utilities, including charges for garbage, water, sewage, electricity, natural gas, even if accounts for such utilities remain in the Owner's or Management's name, during the term of this Agreement or during Lessee's occupation of the Property. Lessee agrees to maintain continuous and uninterrupted service for all utilities (except telephone & cable) during this tenancy.

**Applicable utilities and/or service to paid by Lessee**

- Water     Sewer     Natural Gas     Electricity
- Garbage     Telephone     CATV     Pest Control

**LESSEE'S INITIALS** \_\_\_\_\_

- (j) Lessee shall keep the lawn mowed, shrubs trimmed, weed the shrub & island beds, and pick up & remove from the Property all trash, fall leaves, limbs, trimmings and grass clippings on a regular basis, a minimum of once every two weeks in growing season and fall leaf season. Lessee shall keep the Property including yard, lot, grounds, house, walkways and driveway clean and free of rubbish throughout the term of the tenancy.

**Applicable Lawn & Exterior care to be provided by Lessee**

- All stated in Paragraph 23 (j)
- Partial: \_\_\_\_\_
- None (care provided by) \_\_\_\_\_

**LESSEE'S INITIALS** \_\_\_\_\_

- (k) Lessee agrees to keep any open-flame cooking devices (grills, for example) off any combustible balconies or decks and at least 10 feet away from any combustible construction and that no LP gas tanks larger than 2.5 pounds are stored on balconies/decks/patios, in closets or inside of the dwelling unit and to comply with any and all fire codes and ordinances regarding any such devices.
- (l) Lessee agrees to repair or pay for repair any damages which results from any negligence on Lessee's part from broken water pipes due to below freezing temperatures. If Lessee uses all care and diligence, and the pipes still break due to below freezing temperatures, Property Owner will correct and repair at its or the Property Owner's expense any damage or repair necessary to the Property only. In no way will the Management or Property Owner be responsible for any damage to Lessee's property or possessions resulting from any broken water pipes. Further, Lessee shall provide heat and maintain a minimum of temperature of 68 degrees at all times throughout all heated spaces of the Property during below freezing temperatures.
- (m) Lessee acknowledges that mold and/or mildew can grow in any portion of the Premises that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Lessee therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Management any water intrusion or moisture problems, mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Lessee shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises.
- (n) If Management permits pets, then Lessee agrees to have the Property treated for ticks and fleas by a professional exterminator upon termination of this Agreement (regardless of non-refundable pet deposit), proof to be provided for return of security deposit. Lessee agrees to abide by any and all local laws and ordinances applicable to pet(s) and not allow it become a nuisance at any time.

**Lessee's Initials** \_\_\_\_\_ Date \_\_\_\_\_

**Lessee's Initials** \_\_\_\_\_ Date \_\_\_\_\_

**Management** \_\_\_\_\_ Date \_\_\_\_\_

**24. LEAD BASED PAINT**

LESSEE'S INITIALS \_\_\_\_\_

For any Premises located on Property built prior to 1978, Lessee acknowledges that Lessee has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference. Further, Lessee acknowledges receipt of the pamphlet "Protect Your Family From Lead in Your Home".

**25. GEORGIA REAL ESTATE LICENSES NUMBERS**

Company, McCreary Realty Management, Inc:	015732	Broker, Michael A. McCreary:	047326
Assoc. Broker, Megan L. Zellers	307183	Assoc. Broker, Laura (Bess) M. Wozniak	346803

**26. ENTIRE AGREEMENT**

This agreement and any attached addenda & exhibits constitute the entire Agreement between the parties and no oral statement shall be binding upon either party.

**27. ADDENDUMS**

The following documents are attached and made a part of this agreement by reference hereto: Lessee's Application(s), Lead Based Paint Disclosure, Roommate Addendum (if applicable), Maintenance Procedures Addendum, Smoke Detector Addendum, Payment Policy Addendum, Pet Addendum (if Management allows pets), Notice to Vacate, Move-In Inspection Form.

**28. SPECIAL STIPULATIONS**

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in person or by a person duly authorized by a valid, in force "Power of Attorney", the day and year first above written.

\_\_\_\_\_ House Keys  
 \_\_\_\_\_ Garage Door Remotes  
 \_\_\_\_\_ Other ( \_\_\_\_\_ )  
 \_\_\_\_\_ Other ( \_\_\_\_\_ )  
 \_\_\_\_\_ Other ( \_\_\_\_\_ )

*We acknowledge that we are jointly and severally responsible for performance of all covenants, terms, and conditions of this lease. Further, receipt of a copy of this Agreement is acknowledged.  
We further certify that we have read and understand this Agreement.*

BY: \_\_\_\_\_  
**McCREARY REALTY MANAGEMENT, INC., AGENT** DATE

LESSEE \_\_\_\_\_ DATE

LESSEE \_\_\_\_\_ DATE

**McCreary Realty Management, Inc., AMO®**  
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**Equal Housing Opportunity**

