



# RESIDENTIAL LEASE AGREEMENT



This Agreement made this date, «Report Date», is between **McCreary Realty Management, Inc., AMO®** (hereinafter called "Management") and **«Tenants»** (hereinafter called "Lessee"). Management leases to Lessee, and Lessee rents from Management, Property located at «Unit Address», «Unit City», Georgia «Unit Zip» (hereinafter called the "Property") under the following conditions:

## 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 «Lease Start Date» and ending «Lease End Date».

## 2. MONTHLY PAYMENT

Rent is payable monthly in advance 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. An additional fee per month, in accordance with the Resident's Benefits Package Addendum is also due on or before the first day of each month at the office of Management or at such other place as Management may designate. An additional fee per month, in accordance with the Tenant Liability Insurance Addendum is also due on or before the first day of each month at the office of Management or at such other place as Management may designate unless Lessee is utilizing their own Insurance and has provided proof of coverage to Management. Any other monthly fees due will be notated in Paragraph 30 as a special stipulation. Mailing the monthly payment of rent and fees 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.

<b>Rent Per Month</b>	<u>«Rent Amount»</u>
<b>Resident Benefits Package:</b>	<b>\$25.00</b>
<b>Tenant Liability Insurance:</b>	<b>\$12.00</b>
<b>Other Monthly Fees Due:</b>	\$ _____
<b>Total Monthly Payment:</b>	\$ _____

## 3. 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.

### We will accept the following forms of payment:

- Personal Checks
- e-Check via Bank Draft ONLINE - One Time or Scheduled - Lessee's choice
- Cashier's Check
- Money Order
- Traveler's Check

### We cannot accept the following forms of payment:

- CASH
- Two Party Checks
- Business Checks
- Payroll Checks
- Government Checks (tax refunds, Social Security, Etc.)
- Credit Cards (any sort)

### We will accept Personal Check or e-Check after all initial monies due have been paid only under the following conditions:

- Your check must include the Leased Property Address and current contact information.
- Your check must be received in the office prior to the 10th of the month.
- Your check must be written for the exact amount due.
- Not more than one previous check had been returned by your bank as unpaid.
- No one other than a named party to the lease may pay rent by personal check or e-Check.
- e-Check via Bank Draft ONLINE - One Time or Scheduled - Lessee's choice

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

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

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

**4. SECURITY DEPOSIT**

Management acknowledges receipt of \$ «Deposit held 1 Amount» as security for Lessee's fulfillment of the conditions of this Agreement. All Deposits to be placed at Cadence 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 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, amenity keys, access cards, gate openers, garage door openers, if any, and pest control treatment receipts, if required, 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, pet fees, late fees, and any other unpaid fees and charges referenced herein (3) cleaning costs if Premises is left unclean; and/or (4) the cost to remove and dispose of any personal property. 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.

**5. TERMINATION, RENEWAL AND HOLDOVER**

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 thirty (30) day written notice prior to vacating the Property at the end of the term. Lessee must use the notice form provided to them by Management at the signing of this Agreement, for notice to be accepted by Management. Management must give Lessee thirty (30) days written notice prior to the end of the term. 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 form as stipulated above), 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.

**EARLY TERMINATION:**

Lessee shall have the right to terminate this Lease early under the following stipulations.

- a. Provide Management no less than 60 days prior notice of the termination for Management to create the Early Termination Agreement.
- b. Comply in ALL respects with the requirements set out in Paragraphs 4 & 5.
- c. In addition to the rent due, pay as liquidated damages 50% of the total rent that otherwise would have been owed through the Lease End Date, not later than 30 days from the date Notice to Terminate is received. These fees are a reasonable pre-estimate of Property Owners and Managements additional expenses for unanticipated vacancies, turnkey expenses and re-letting costs.
- d. Pay an Early Lease Termination Administrative Fee of \$500.00, not later than 30 days from the date Notice to Terminate is received.

**6. SUB-LET; ASSIGNMENT**

Lessee may not sublet Premises in whole or in part or assign this Lease. Lessee shall not use the property or any portion of the property for short-term or vacation rentals. 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.

**7. 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.

\_\_\_\_\_  
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 «Owner». 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 and with a minimum of 24 hours written notice to Lessee. 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 Management is denied access to the Property, then Lessee agrees to pay \$150.00 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, if applicable.** 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; RENTERS INSURANCE; LIABILITY INSURANCE**

Management and 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). Management requires that Lessee obtain liability insurance in the minimum amount of \$100,000.00 for Lessee's own potential liability and provide proof of this at Lease start date. Management is to be listed as an interested party to any tenant liability insurance that is not through Management's preferred vendor. See Tenant Liability Insurance Addendum for details.

**13. PETS**

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

**14. 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.

**15. 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. 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.

**16. NO SMOKING/VAPING ALLOWED**

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 or Vaping 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 or vaping 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.

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Lessee's Initials      Date

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

\_\_\_\_\_  
Management      Date

**17. REPAIRS & PROPERTY MAINTENANCE**

Lessee acknowledges that they have inspected the Property and accept 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 below. Lessee shall make or cause to be made all incidental repairs such as: changing HVAC filters, unclogging drains & toilets, light bulbs, tightening screws, unclogging disposals, etc. 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.

All maintenance requests must be submitted in writing. Whenever Lessee has an issue at the property that requires maintenance, please click on the "Submit Maintenance Request" Button located at [www.McCrearyRealty.com/maintenance](http://www.McCrearyRealty.com/maintenance). Lessee is not authorized to perform or contract for any repairs on the property. Neither Management nor the property owner will be responsible for any bills or invoices incurred by Lessee for any repair on the property. Lessee must contact Management so that Management can arrange for all repairs/maintenance on all systems, appliances, and the structure of the property.

**Emergency Maintenance:**

For all after hours emergency repairs, Lessee must call **770-427-5711 and choose option 3**. Lessee will provide the service with their name, property address, a call back, and the detailed nature of the problem. Management will endeavor to respond as promptly as possible, but the response time frame may extend up to 4 hours or more depending on the time of day or night that the call is received.

*Issues that constitute an Emergency:* Anything related to the property under lease that is a threat to life, health, or the property. If the situation is life threatening, Lessee must call 9-1-1 immediately and report to Management after the situation is under control and the authorities are on the scene.

Some examples of severe emergencies that require immediate attention: fire, flood, sewage back-ups, gas odors, roof leaks, lighting strike, broken water pipes, no heat when the outside temperature is below 45 degrees for more than 4 hours, no air-conditioning when the outside temperature is over 90 degrees for more than 4 hours, a fallen tree onto the house, etc.

*Issues that do not constitute an Emergency:* Some examples: Refrigerator not running, locking yourself out of the house, power or natural gas off, water heater not heating water, oven not working, dishwasher not running, electrical fixture not working. These items will be repaired during the normal business days and times and at the regular service rates. Neither Management nor the Property Owner is ever liable for any loss or damage to any of your belongings, including food, for any reason or cause whatsoever.

If you claim you have an emergency and we discover that one never existed, you will be charged the service cost from the contractor who responded to the call. This amount will be due with the next rental payment.

**Routine Maintenance:**

This sort of maintenance is non-emergency, but does need Management's attention for repairs such as non-emergency heating and air conditioning issues, broken windows, plumbing repairs, appliance repairs, loose railings, electrical issues, etc.

**Minor Maintenance:**

For very minor items, but those that still need repair such as leaky faucets, fence repairs, garage door openers, ice makers, etc., expect a response from Management by the next business day for an estimate of time for completion which could extend up to thirty (30) days depending upon the nature of the problem and contractor schedules.

**Resident Damage or Abuse:**

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. This amount will be due with the next rental payment. Management relies solely upon the service contractor to identify and inform Management as to the cause of the problem.

**Appointments with Service Contractor:**

If Lessee makes an appointment with any contractor and Lessee or a person 18 years old or older is not present when the contractor arrives, then the contractor will not enter the property and Lessee will be charged a fee for the contractor's trip cost. This amount will differ between contractors and will be due with the next rental payment.

When Submitting a Maintenance Request, please make sure that Management has your best contact mobile phone numbers & e-mail as Management, or the contractor, will call/text/e-mail to seek more detail about the problems that are occurring at the property. Failure to respond to the contact request will simply result in extended delays in someone getting out to the property. Lessee must provide as much detail as possible as to the nature of the problem when submitting their maintenance request.

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

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

\_\_\_\_\_  
Management      Date

**18. SMOKE DETECTORS**

Lessee acknowledges that as of this date, the Property is equipped with one or more smoke detectors; that Lessee has inspected the smoke detectors; and that Lessee finds it/them to be in proper working condition. Lessee agrees that it is Lessee's duty to regularly test the smoke detector(s) and agree to notify Management immediately in writing of any problem, defect, malfunction, or failure of the smoke detector(s). Within seven (7) days of receipt of such written notification, Management shall repair or replace the smoke detector(s), assuming the availability of labor and materials. Lessee agrees to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable. If after replacing the battery the smoke detector(s) will not operate, Lessee must inform Management immediately in writing of the deficiencies. Lessee agrees to reimburse Management, upon request, for the costs of a new smoke detector(s) and the cost of installation thereof in the event Lessee or their guest or invitees damage the existing smoke detector(s).

Lessee acknowledges and agrees that the Property Owner and Management are not the operators, manufacturers, distributors, retailers or suppliers of the smoke detector(s) individually or jointly. Lessee assumes full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the operation, malfunction or failure of the smoke detector(s), regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s).

No representation, warranties, undertaking or promises, whether oral, implied, or otherwise, have been made by Property Owner or Management, their agents, contractors, or employees to Lessee regarding said smoke detector(s), or the alleged performance of the same. Management neither makes nor adopts any warranty of any nature regarding said smoke detector(s), including expressed or implied warranties. Management and Property Owner shall not be liable for damages, losses and/or injuries to person(s) or property caused by (1) Lessee's failure to regularly test the smoke detector(s); (2) Lessee's failure to notify Management Agent of any problem, defect, malfunction, or failure of the smoke detector(s); (3) theft of the smoke detector(s) and/or its serviceable battery; and/or (4) false alarms produced by the smoke detector(s).

**19. DEFAULT BY LESSEE; LEASE VIOLATIONS**

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.

Management will assess an administrative fee of \$50.00 per notice that must be sent to Lessee due to their default, breach, or violation. Lessee will need to provide photos to Management showing the default, breach, or violation has been cured before the date given on the written notice. If photos are not received, Management will go to property on the date specified in the written notice and an inspection fee of \$150.00 will be assessed to Lessee. Any fees assessed due to Lessee's default, breach, or violation will be due payable with the next rental payment.

**20. 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.

**21. LEAD BASED PAINT**

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".

**22. INDEMNIFICATION**

Lessee releases Management and/or Property Owner from liability for and agrees to indemnify and defend Management and/or Property Owner against all losses incurred by Management and/or Property Owner 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.

**23. 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.

**24. 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.

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

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

\_\_\_\_\_  
Management      Date

**25. 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 \$150.00 charge will be due to Management by Lessee for gaining reentry into the Property. If all door keys and amenity 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) Vehicles: Lessee must obtain Management's written authorization to have any vehicles other than personal cars, SUVs, light trucks, motorcycles, etc. Motor vehicles with expired or missing plates, non-operative vehicles, and commercial vehicles are not permitted on the Property at any time.
- (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. Upon termination of lease, Lessee must remove any and all picture hooks left in walls, woodwork, or any part of the property and patch/sand the holes left.
- (e) Cleaning & Pest Control: 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! 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) Windows: 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) Compliance: 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) Internet/Cable: 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) Utilities: 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 be paid by Lessee**

- ( X ) Water      ( X ) Sewer      ( X ) Natural Gas      ( X ) Electricity
- ( X ) Garbage      ( X ) Telephone      ( X ) CATV      ( X ) Pest Control

- (j) Lawn Maintenance: 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**

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

- (k) Grills, Firepits etc.: 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. All firepits and other open flame devices are strictly prohibited.

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

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

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

**25. RULES AND REGULATIONS (continued)**

- (l) Broken Water Pipes: 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 always maintain a minimum of temperature of 68 degrees throughout all heated spaces of the Property during below freezing temperatures.
- (m) Water/Moisture: 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) Exterior Recreational Equipment: The installation and use of exterior recreational equipment, (such as: trampolines, above ground pools, hot tubs, etc.) is strictly prohibited.

**26. ADDING/REMOVING LESSEES FROM LEASE**

**A. WHEN A LESSEE WANTS TO MOVE-IN**

A new Lessee, not originally signed on the Lease, may move-in to the Property under the following provisions:

- Completion and submission of the McCreary Realty Management, Inc. Application with payment of the \$50 non-refundable processing fee.
- Approval of the McCreary Realty Management, Inc. Application, processed just as the original Residents Applications had been approved.
- Payment of **\$500.00** processing fee for preparing New Lease Documents and updating all internal sources of information.
- Updating Signatures on all Lease Documents
- The new Lessee becomes equally, jointly, and severally, responsible for all obligations outlined in the Lease Agreement and its attached or addendum documents, including, but not limited to, rent payments and damages.
- If the new Lessee's Application is not approved, the individual may not move-in to the Property. If the non-approved Applicant is already occupying said Property, then the original Lessees have created a material non-compliance with the Lease, being subject to fines and even eviction.

**B. WHEN A LESSEE WANTS TO MOVE-OUT**

- A Lessee may choose to physically move-out of the rental Property at any point during their tenancy. However, legal obligation to the Lease Agreement (including payment of rent and physical damages to the property) will still exist for both the Vacating and Remaining Lessees, even if the Vacating Lessee is not in physical occupancy of the Property.
- A Lessee that desires to vacate the premises must give written notice by providing a thirty (30) day notice to ALL remaining Lessees and Management. Notice must be specific as to the day of vacating property.
- A Lessee may be released from the legal obligations of a tenancy only with the written approval of the remaining Lessee(s) and McCreary Realty Management, Inc., AND payment of **\$300.00** processing fee for document prep and updating all internal sources of information. The **Resident Release Addendum** must be signed by ALL Lessees that are on the Lease Agreement.
- Once released, the Vacating Lessee has no further obligation to the Lease Agreement and **NO claim to the Security Deposit.**

The Security Deposit will be returned ONLY after all Lessees have vacated. A refund check may be made payable to a specific individual if so indicated in writing. Lessees agree to decide amongst themselves how the deposit return will be handled. If the Security Deposit Transmittal requires the Lessees to pay outstanding damages to McCreary Realty Management, Inc., Lessees recorded as legally responsible to the Lease will be bound, but not a released Lessee. Being released from the obligations of the Lease Agreement also forfeits any and all claims on the Security Deposit.

**27. GEORGIA REAL ESTATE LICENSES NUMBERS**

Company, McCreary Realty Management, Inc:	015732	Broker, Michael A. McCreary:	047326
Assoc. Broker, Laura (Bess) M. Wozniak	346803	Salesperson: Michele Jeffrey:	388234

**28. 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.

**29. ADDENDUMS**

The following documents are attached and made a part of this agreement by reference hereto: Lessee's Application(s), Lead Based Paint Disclosure, Resident Benefits Package Addendum, Tenant Liability Insurance Addendum, Pet Addendum (if applicable), Service/Assistance Animal Addendum (if applicable), Notice to Vacate, Move-In Inspection Form, etc.

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

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

\_\_\_\_\_  
Management      Date

30. 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.*

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

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

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

**McCreary Realty Management, Inc., AMO®**  
390 Roswell St., Suite 200 • P O BOX 6040 • Marietta, GA 30065-6040 • Phone : 770-427-5711 • Fax : 770-427-3955  
Website: [www.McCrearyRealty.com](http://www.McCrearyRealty.com)

**Equal Housing Opportunity**







# NOTICE TO VACATE AGREEMENT

DATE: «Report Date»

LESSEE(S): «Tenants»

In accordance with the Lease Agreement for the property at «Unit Address», «Unit City», «Unit State» «Unit Zip» Lessee(s) understand that a written notice of thirty (30) days is required to vacate. Lessee(s) have read the following notice and agree that it will be used and signed by us and given to Management thirty (30) days prior to vacating the above property, and Lessee(s) agree to be bound by the agreements therein.

\_\_\_\_\_  
McCreary Realty Management, Inc., Agent

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

DATE NOTICE GIVEN: \_\_\_\_\_

TO: McCREARY REALTY MANAGEMENT, INC., AMO®  
390 Roswell St., Suite 200 / P. O. Box 6040  
Marietta, GA 30060 / Marietta, GA 30065-6040  
Phone: 770-427-5711 / Fax: 770-427-3955  
E-mail: [managementinfo@mccrearyrealty.com](mailto:managementinfo@mccrearyrealty.com)

FROM: «Tenants» Lessee(s)

IN ACCORDANCE WITH THE LEASE AGREEMENT, Lessee(s) hereby give Management a written thirty (30) days notice to vacate, **NOTICE IS HEREBY GIVEN** that Lessee(s) will vacate the premises rented from you, located at, «Unit Address», «Unit City», «Unit State» «Unit Zip» on or before \_\_\_\_\_. Lessee(s) agree to vacate the premises no later than Midnight of this date.

IT IS UNDERSTOOD AND AGREED that should Lessee(s) fail to comply with this notice, Lessee(s) will be obligated for any loss or damage suffered by Management, the property owner, or by a new tenant deprived of possession by Lessee(s) failure to vacate the property as we agreed.

Lessee(s) acknowledge that Management has the right to show the property to prospective tenants during the notice period as long as prior arrangements are made.

Lessee(s) agree to return all keys to the property along with any garage door remotes, gate remotes, HOA Access keys & cards, and any mailbox keys to the office of Management after removing all of Lessee(s) possessions from the property. Lessee(s) acknowledge that if Lessee(s) leave the keys at the property, that Lessee(s) are not returning possession and Lessee(s) will be charged daily rent for each day until the keys are returned. Lessee(s) further agree to leave the property freshly cleaned, all lawn maintenance required of Lessee(s) freshly completed, and that all trash is removed from the property completely. 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.

NOTICE TO VACATE ACCEPTED:

\_\_\_\_\_  
LESSEE

DATE: \_\_\_\_\_

\_\_\_\_\_  
LESSEE

BY: \_\_\_\_\_  
McCreary Realty Management, Inc., AMO®, Agent



## RESIDENT BENEFITS PACKAGE ADDENDUM



This addendum dated below is made a part of the Lease Agreement between **McCreary Realty Management, Inc.** ("Management"), and **«Tenants»** ("Lessee"), for the premises known as **«Unit Address», «Unit City», «Unit State» «Unit State»«Unit Zip»** .

The McCreary Realty Management, Inc. Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature at a cost of **\$25.00** per month payable with rent.

Lessee and Management mutually agree that the Resident Benefits Package is defined as follows:

**HVAC Filter Delivery:**

A portion of Lessee's total amount due will be used to have HVAC filters delivered to their home approximately every 60 days for 1-inch filters and approximately every 90 days for larger filters. Lessee shall properly install the filter that is provided within two (2) days of receipt. Lessee hereby acknowledges that the filters will be dated and subject to inspection by Management upon reasonable notice to verify replacement has been timely made. If at any time Lessee is unable to properly or timely install a filter, Lessee shall immediately notify Management in writing. Lessee's failure to properly and timely replace the filters is a material breach of this agreement and Management shall be entitled to exercise all rights and remedies it has against Lessee and Lessee shall be liable to Management or Property Owner for all damages to the property or HVAC systems caused by Lessee's neglect or misuse.

**Utility Concierge Service:**

Lessee Acknowledges that Management will make available a concierge service to Lessee to aide in utility, cable, internet, and other relevant service(s) activation. Lessee maintains the right to facilitate his/her own service activations.

**Resident Rewards:**

Lessee acknowledges that a resident rewards program is made available to them by Management. Rewards are to be accessed online and are activates at Lessee's sole discretion. Resident Rewards will provide Lessee with available rewards as a preferred customer of Management.

**Home Buying Assistance:**

Management is a Licensed Real Estate Brokerage and offers Buyer services on a referral basis to Residents enrolled in Resident Benefits Package for the purchase of Real Property. Compensation for such services shall be agreed upon in a separate Agreement outside of this Lease.

**24-Hour Maintenance Coordination Service:**

Management shall allow access to Lessee to report maintenance concerns outside of normal business hours via the online resident portal, or other such means as made available by Management. For emergency maintenance, Management shall provide a 24-hour answering service to Lessee.

**Online Portal Access:**

Management agrees to provide Lessee online portal access for the purpose of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance.

**Free ACH Payment via Online Tenant Portal:**

Management agrees to provide Lessee access through the Online Tenant Portal, the option to make payments via ACH with no surcharge attached. These payments can be made as one-time payments or scheduled by auto-payments at Lessee's choice. Management reserves the right to restrict payment access to Lessee, at Management's sole discretion as stipulated within the Lease Agreement.

Agreed to this Date: \_\_\_\_\_

LESSEE

\_\_\_\_\_  
McCreary Realty Management, Inc., Agent

LESSEE