

Hutchinson Rentals

716 2nd Street East
Tifton, Ga. 31794
229-382-6023 / 229-392-7075

DATE _____

NAME _____

OTHER OCCUPANTS _____

ADDRESS BEING LEASED _____

EFFECTIVE DATE _____ ENDING DATE _____

DATE RENT DUE _____ MONTHLY RENTAL RATE _____

DEPOSIT _____

- 1) I agreed to rent the above property for residential purposes only, on a 12 consecutive month basis at the rate specified, and to pay said rental in advance and promptly on the date due. Landlord reserves the right at its option to increase the rent payable under this lease upon sixty (60) days prior written notice to resident(s), provided however that within fifteen (15) days of resident's receipt of such notice resident(s) may in writing elect to terminate this Lease as of the date of such increase. In the event resident(s) fails to give notice of election to terminate within such fifteen day period, then resident shall be obligated to pay such increase amounts for the remainder of the term of this lease in the same manner as if such increased rentals were stated herein the date of execution of this Agreement. Resident(s) is required to give 30 days notice upon termination.
- 2) Rent is payable monthly in advance during the term of this agreement on the first day of each month. A \$25.00 late charge will be assessed on rent on the 5th day after rent is due. Late charges commence after 5 p.m. of the 4th day of the month. A returned check will result in a \$25.00 charge. In the event rent is not paid as agreed and it becomes necessary to serve notice of such default, I agree to pay all cost for the service of such notice and, if legal action is taken, to pay all cost in connection with such action.

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- 3) I agree to give the Landlord not less than thirty (30) day written notice of intent to vacate the property rented for any reason I have for vacating the property. I understand this notice is required under the GEORGIA STATE LAWS.
- 4) I agree to use said dwelling as living quarters for the residence of said named residents being ____ adults and ____ children, and for no other purpose whatsoever.
- 5) The landlord has the right to enter the premises with or without notice for the sole purpose of inspection or repair on a regular or irregular basis.
- 6) I understand the Landlord may terminate this agreement at any time by giving written notice to me in person or by U. S. Mail thirty (30) days before the date of termination.
- 7) The security deposit, which is deposited in an escrow account maintained by management, at Suntrust Bank under the account number 6424024229, is due upon signing this agreement. Refund in full will be made after the dwelling is vacated and subject to the following provisions:
 - a) Formal written notice of intent to vacate has been received by the landlord a full (30) days prior to said vacating.
 - b) No damage to property beyond normal wear and tear is evident.
 - c) The entire dwelling including range, bathrooms, closets, and cupboards are clean.
 - d) No unpaid late charges, delinquent rents or any other charges remain outstanding.
 - e) All keys are returned.
 - f) All debris, rubbish and garbage are to be placed for city garbage pickup.
 - g) Forwarding address has been left with Landlord. Once all of these conditions have been met to satisfaction of the Landlord, and any cost of labor and material for cleaning and repairs have been deducted, the remaining balance of deposits will be returned by check within thirty (30) days by Landlord payable jointly to all persons who sign this agreement. **THE SECURITY DEPOSIT WILL NOT BE NONREFUNDED IF RESIDENT VACATES THE DWELLING FOR ANY REASON OTHER THAN A TRANSFER OUT OF THE COUNTY AS STIPULATED IN PAPERGRAPH 15, PRIOR TO THIS AGREEMENT TERMINATION DATE.**

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- 8) No pets are allowed in the dwelling. I agree that the covenants contained in all paragraphs of this lease agreement once breached cannot afterward be performed, and that in case of breach, unlawful retainer proceedings may be commenced at once without any notice whatsoever.
- 9) I agree to return to the Landlord all keys immediately when vacating the premises. A minimum fee of \$55.00 will be charged for any re-keying of locks if all keys are not returned.
- 10) I agree to take good care of said dwelling and all of the furnishings and appliances therein are accepted as in good condition, provided however, that if resident shall find any thereof not in good condition, or that the inventory set forth below is incorrect in any particular, a written statement of any objections shall be delivered to the Landlord within three (3) days after taking possession; otherwise, it will be conclusively presumed that said inventory is correct in all particulars, and residents agree not to permit the premises, including woodwork, floors, walls, fixtures or appliances contained therein to be damaged or depreciated in any manner, and to pay for any loss, breakage or damage thereto. Residents also are responsible for, and agree to pay for, any damage done by wind or rain caused by leaving windows open, and by overflow of water or stoppage of water pipes; breakage of glass, damage to screens or deterioration of lawns and landscaping as a result of their neglect or abuse. Resident(s) agrees to maintain grounds in good order and in keeping with neighborhood. It is agreed that grounds will be in same condition upon termination of lease as found effective date of lease.
- 11) I understand the Landlord has the option of refusal to renew this rental agreement at the time of expiration if they so desire; without giving explanation as to the reason of refusal.
- 12) I shall not paint, wallpaper or make any alterations or change in the property without the Landlord's authorization in writing.
- 13) I agree not to use or permit the premises to be used for any illegal or improper purposes, not permit any disturbance, or noise or annoyances, whatsoever, detrimental to the premises or its neighbors.
- 14) I will not sublet this property or any part thereof or assign this agreement without the written consent of the Landlord.

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- 15) If residents leave said premises unoccupied at any time while rent is due and unpaid, Landlord may if desired, take immediate possession thereof and exclude residents there from; removing and storing at the expense of said residents all property found contained therein. After said contents have been in storage for thirty (30) days by the Landlord, they may dispose of contents as they desire.
- 16) This rental agreement may be terminated if the permanent residence of the resident is changed from Tift County due to an uncontrolled transfer, by a thirty (30) day written notification. Notification must be submitted thirty (30) days prior to date of vacating or the resident will be liable for and agree to pay the next full months rent.
- 17) Provided always that if the rent hereby reserved, or any part thereof, shall be in arrears or in event of any breach of any covenants and agreements of the party of the resident herein contained, the Landlord may at their option declare the entire rent for the term for which said premises are leased, due and payable or may declare this agreement terminated and reenter upon said demised premises without being liable to any action therefore, and resident appoints Landlord his agent to remove all personal belongings from the said demised premises. Provided always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm then this agreement may be canceled or suspended until premises shall have been reinstated fit for habitation and that the resident shall hold the Landlord and the owners harmless for any and all damages to his personal property, for it shall be the responsibility of the resident to carry personal property insurance (renter's insurance) to cover any and all personal property within the demised premises or within the storage areas provided by the owner. In the event that the tenant terminates this lease agreement prior to the expiration date of the full term hereof, unless terminated under provisions of paragraph 15, then the tenant acknowledges and agrees to pay the Landlord the rental due for the balance of the lease term.
- 18) Residents agree to observe and abide by the rules and regulations governing the occupancy of the demised premises which are appended to this lease agreement and which are hereby made a part thereof, and all other and further reasonable rules and regulations which the Landlord/Owners may hereafter make from time to time for the safety, care and cleanliness of the premises and preservation of good order therein, including the quiet and comfortable enjoyment of those in the neighborhood.
- 19) Residents agree to have the carpet professionally cleaned upon termination of lease or may opt to forfeit the cost of carpet cleaning from the security deposit. If tenant has lived at residence less than 12 months, resident(s) agree to pay a repainting fee of \$200.00.

