

# Hutchinson Rentals

716 2<sup>nd</sup> St. E.  
Tifton, GA 31794

## LEASE AGREEMENT

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord, Cecil and Sandra Hutchinson, Jr. shall be referred to as "OWNER" and Tenant(s)/Lessee, \_\_\_\_\_, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at \_\_\_\_\_.

1. **TERMS:** RESIDENT agrees to pay in advance \_\_\_\_\_ per month on the first day of each month. This agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ and continue until \_\_\_\_\_, \_\_\_\_\_ as a leasehold. Thereafter it shall automatically renew for a 12 month period unless notification is given, by either party, 30 days prior to lease end. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved, paying RESIDENT and/or expiration of said time period, whichever is shorter.

2. **PAYMENTS:** Rent and/or other charges are to be paid at or mailed to **716 2<sup>nd</sup> Street East, Tifton, GA 31794**. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$ \_\_\_\_\_, and a Security Deposit of \$ \_\_\_\_\_, and additional fees for \_\_\_\_\_, for a total payment of \$ \_\_\_\_\_.

All payments are to be made payable to **Hutchinson Rentals**.

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

4. **LATE CHARGE:** A late fee of \$35.00, (shall be added and due for any payment of rent made after the fourth of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional returned check fee of \$35.00.

5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises.

6. **OCCUPANTS:** Guest(s) staying over 10 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 10 days unless the expressed written consent of OWNER obtained in advance \_\_\_\_\_

# Hutchinson Rentals

716 2<sup>nd</sup> St. E.  
Tifton, GA 31794

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent, if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the permission is granted to have an approved pet, an additional deposit in the amount of \$250.00 shall be required along with additional monthly rent of \$5.00. RESIDENT also agrees to carry appropriate insurance to cover possible liability and damages that may be caused by such animals.

8. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is not permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry appropriate insurance to cover possible losses that may be caused by such items.

9. **PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those vehicles approved by OWNER. RESIDENT is hereby assigned or permitted to park only in the following area or space: \_\_\_\_\_.

Said space shall not be used for the painting or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

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

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

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

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

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

# Hutchinson Rentals

716 2<sup>nd</sup> St. E.  
Tifton, GA 31794

maintained regularly according to season and in keeping with the neighborhood. Anytime lawn is found to be in excess of 6 inches it will be mowed at lessee's expense.

15. **INSURANCE RESTRICTIONS:** Tenant agrees to not install a swimming pool or trampoline on property. This action shall result in a breach of contract.

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

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed for 12 months, but may be terminated by either party giving to the other, a written notice, 30-days prior to lease end. The premises shall be considered vacated after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

18. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENT(s) on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior resident(s) to vacate or for any other reason, the OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon the owner shall have liability. If not party canceled, this Agreement shall be prorated and begin on the date of actual possession.

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

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters or to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform without notification.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

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

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

23. **ATTORNEY FEES:** If any legal action is taken, RESIDENTS may be responsible for all attorney's fees and costs in addition to other damages awarded.

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

# Hutchinson Rentals

716 2<sup>nd</sup> St. E.  
Tifton, GA 31794

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

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

Lead Based Paint Disclosure Form

EPA Pamphlet 27. ADDITIONS AND EXCEPTIONS:

Built after 1978, Other \_\_\_\_\_.

28. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at **716 2<sup>nd</sup> St. East, Tifton, GA 31794.**

29. **INVENTORY:** The premises contain the following items that the RESIDENT may use.

30. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

Keys. No. of keys and purposes \_\_\_\_\_

MIMO \_\_\_\_\_ Other \_\_\_\_\_

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

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

**RESIDENT'S Signature** \_\_\_\_\_

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

**RESIDENT'S Signature** \_\_\_\_\_

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

**OWNER'S Signature** \_\_\_\_\_

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