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**RENTAL AGREEMENT FOR RESIDENTIAL PROPERTY**

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term “Lease” and “Agreement” are used interchangeably) is entered into this date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Lish Properties, LLC (hereinafter “Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Tenant”) Landlord leases to Tenant and Tenant leases from Landlord, the residential dwelling with the following address:

1. **Term:** The initial term of this lease shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Commencement Date”), and shall end on (and include) the following date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Ending Date”).
2. **Possession:** If Landlord is unable to deliver possession of the premises by the Commencement Date, Landlord shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 7 days of the Commencement Date.
3. **Rent:** Tenant shall pay rent in advance in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_) per month on the first day of each month during the Lease Term. Rental payments shall be made payable to LISH PROPERTIES, LCC at the following address: P.O. Box xxxxx, Smyrna, GA 30080 (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date or Ending Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by the Landlord to be considered paid. Tenant acknowledges that all funds received will be applied to the oldest outstanding balance including but not limited to additional rent resulting from late payments of rent, fees associated with checks returned for insufficient funds, administrative fees, costs and fees associated with a dispossessory action, etc.
4. **Late Fees; Service for Returned Checks:** Time is of the essence. Rent not paid in full by 11:59pm on the fourth day of the month in which it is due shall be late. If rent is late in a given month, a penalty of $25.00 shall be paid by Tenant to Landlord, and a further penalty of $5.00 per day thereafter until the rent is paid shall be paid by Tenant to Landlord as additional rent, due and payable each day. Each daily failure to pay such additional rent shall be a separate event of default. In the event any check given by Tenant to Landlord is returned by the bank unpaid, Tenant shall pay a $50.00 return check fee to Landlord in addition to the aforementioned daily late fees. Landlord reserves the right, upon notice to tenant, to refuse to accept personal checks from Tenant after one or more of Tenant’s personal checks have been returned by the bank unpaid.
5. **Eviction and Dispossessory Fee:** If the rent called for under this agreement has not been received by 11:59pm on the fourth day of the month in which it is due, then Landlord or its agent shall have the right to assert all legal and contractual remedies to enforce this lease and, without limitation to any other remedy, may take out a Dispossessory Warrant and have Tenant, his or her family and possessions evicted from the premises. In the event that a dispossessory action is filed against the Tenant, a fee of $250 per dispossessory action will be assessed to Tenant to cover the costs of filing fees, court costs, attorney fees, and administration fees.
6. **Security Deposit:**
7. **Amount:** Tenant has paid a security deposit to SOLID SOURCE REALTY GEORGIA (“Holder”) in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_) (“Security Deposit”).
8. **Deposit of Same:** Holder shall deposit the Security Deposit within five (5) banking days of receive the same. All interest earned on the Security Deposit shall belong to the Landlord.
9. **Security Deposit Check Not Honored:** In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Agreement of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this lease upon notice to Tenant.
10. **Return of Security Deposit:** The balance of the Security Deposit shall be returned to Tenant by Holder within thirty (30) days after the termination of the Agreement or the surrender of Premises by Tenant, whichever occurs last (hereinafter “Due Date”);provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given a 60 day written notice to vacate; (3) no damage has been done to the Property or its contents, except for normal wear and tear; (4) the entire property is clean and free of dirt, trash and debris; (5) all rent, additional rent, free and charges have been paid in full; (6) there are no holes and scratches on walls or cabinets other than normal wear and tear; and (7) all apartment keys, keys to recreational or storage facilities, access cards, gate openers and garage openers, if any, have been returned to Landlord.
11. **Deductions from Security Deposit:** Landlord shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to the premises or Property caused by negligence, carelessness, accident or abuse of Tenant, Tenant’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; (5) late fees and any other unpaid fees and charges referenced herein; and/or (6)a fee of $75 to rekey the locks either at the request of Tenant and/or upon the termination of the Lease.
12. **Move-Out Statement:** Landlord shall provide Tenant with a statement (“Move-Out Statement”) listing the exact reasons for the retention of the Security Deposit or for any deductions there from. If the reason for the retention is based upon damage to Premises, such damages shall be specifically listed in the Move-Out Statement. The Move-Out Statement shall be prepared within three (3) banking days after the termination of occupancy. If Tenant terminates occupancy without notifying the Holder, Holder may make a final inspection within a reasonable time after discovering the termination of occupancy. Tenant shall have the right to inspect Premises within five (5) banking days after the termination of occupancy in order to ascertain the accuracy of the Move-Out Statement. If Tenant agrees with the Move-Out Statement, Tenant shall sign the same. If Tenant refuses to sign the Move-Out Statement, Tenant shall specify in writing, the items on the Move-Out Statement with which Tenant disagrees within three (3) banking days. For all purposes herein, a banking day shall not include Saturday, Sunday or federal holidays.
13. **Delivery of Move-Out Statement:** Landlord shall deliver the Move-Out Statement, along with balance, if any, of the Security Deposit, before the Due Date. The Move-Out Statement shall either be delivered personally to Tenant or mailed to the last known address of Tenant via first class mail. If the letter containing the payment is returned to Holder undelivered and if Holder is unable to locate Tenant after a reasonable effort, the payment shall become the property of Landlord ninety (90) days after the date the payment was mailed.
14. **Security Deposit Held by Broker:** If Broker is holding the Security Deposit, Broker shall be responsible for timely preparing the Move-Out Statement and delivering the same to Tenant along with the balance of the Security Deposit, if any, prior to the Due Date. In fulfilling its obligations hereunder, Broker shall reasonably interpret the Lease to ensure that the Security Deposit is properly disbursed. Notwithstanding the above, if there is a bona fide dispute over the Security Deposit, Broker may, (but shall not be required to) upon notice to all parties having an interest in the Security Deposit, interplead the funds into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys’ fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys’ fees and court costs and the amount deducted by Broker from the non-prevailing party. All parties hereby agree to indemnify and hold Broker harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Broker of its duties hereunder. All parties further covenant and agree not to sue Broker for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.
15. **Utilities:** Tenant shall be responsible for the payment of all utilities and services. Tenant must connect or transfer utilities into the name of the Tenant within three (3) day of the commencement of the Lease. If Tenants fails to transfer utilities into Tenant’s name within the specified period, Landlord may, at Landlord’s option, pay utilities and be reimbursed by Tenant as additional rent.
16. **Move-In Inspection:** Prior to Tenant tendering a Security Deposit, Landlord shall provide Tenant with “Move-In, Move-Out Inspection Form” attached hereto and incorporated hereinafter (the “Form”) itemizing any existing damages to Property. Prior to taking occupancy, Tenant will be given the right to inspect Property to ascertain the accuracy of the Form. Both Landlord and Tenant shall sign the Form. Tenant shall be entitled to retain a copy of the Form. Tenant acknowledges that Tenant has carefully inspected Property in which Premises are located and is familiar with same.
17. **Tenant’s Responsibilities:**
18. **Maintenance, Alterations:** Resident acknowledges that the premises are in good order and repair, and resident accepts the premises "as is", unless otherwise indicated herein. Resident shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Resident shall be responsible for damages caused by his negligence and that of his family, or invitees, or guests. Resident shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord.
19. **Repairs:** Landlord will make all necessary repairs to the dwelling and systems including electrical, plumbing, heating and hot water heating with reasonable promptness after receipt of written notice from resident. For repair of any clogged toilets, sinks or drains, Tenant agrees to bear the first $50.00 of the cost of these repairs during each calendar month. Landlord will bear all costs above the first $50.00 for these repairs, if damage was not caused by Tenant or Tenant’s guests. If any damage, beyond normal wear and tear, is caused by Tenant or his guest, Tenant agrees to pay management the cost of repair with the next rent payment or upon termination of this agreement, whichever comes first.
20. **Lawn Maintenance:** Tenant shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and fall leaf season) and shall keep Property, including yard, lot, grounds, Premises, walkways and driveway clean and free of rubbish, trash and debris. In the event that Tenant fails to maintain lawns or shrubbery which are a part of premises, Landlord, after attempting to notify Tenant, may, but is not required to, maintain lawns and/or shrubbery by using a professional yard maintenance company. The costs of any such yard maintenance will be paid by the Tenant as additional rent in the month following receipt of invoice from Landlord.
21. **Frozen or Broken Water Pipes:** During cool weather, resident agrees to maintain sufficient heat in dwelling and leave faucets dripping to prevent frozen or broken water pipes. Damage to plumbing, the dwelling, and/or personal property from frozen or broken water pipes will not be considered normal wear and tear, and will be the responsibility of the resident.
22. **Smoke Detectors:** The resident acknowledges the presence of one or more working smoke detectors on each level of the premises, and agrees to test the detector(s) weekly for proper operation, and further agrees to replace batteries when necessary. Resident agrees to notify Management immediately in writing if any unit fails to operate properly during any test. Resident acknowledges that he understands how to test and operate the smoke detector(s) in this property.
23. **Mold and Mildew:** Tenant 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. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises.
24. **Pest Control:** Landlord will be responsible for termite and rodent control. Other pest control (including ants, cockroaches, spiders and other insects) shall be the responsibility of Tenant.
25. **Lead-Based Paint.** For any Premises located on Property built prior to 1978, Tenant acknowledges that Tenant has received, read, and signed the Lead-Based Paint Exhibit attached hereto and incorporated herein by reference.

Initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Flood Hazard:** Unless otherwise stipulated herein, Landlord has no knowledge of any past flooding at the premises.
2. **Sublet and Assignment:** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. While Tenant may use and enjoy the Property to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Property is being transferred or conveyed by Landlord to Tenant herein.
3. **Use:**  Premises shall be used for residential purposes only and shall be occupied only by the \_\_\_\_ (#) persons listed as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable declaration of condominium, declaration of covenants, conditions, and restrictions; all rules and regulations adopted pursuant thereto; and any community association bylaws, and rules and regulations. Tenant agrees any violation or noncompliance of the above resulting in fines being imposed against Landlord or Broker will be the responsibility of the Tenant.
4. **Nuisances and Unlawful Activity:**  Tenant shall be responsible for ensuring that Tenant and members of Tenant’s household and their invitees, licensees and guests comply with the Rules and Regulations applicable to Tenant 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 Tenant 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 thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord 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.
5. **Property Loss:**  Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant’s risk. Tenant has been advised to obtain renter’s insurance that provides comprehensive property insurance for Tenant’s property that insures against any loss due to but not limited to leaking pipes, theft, vandalism, fire, windstorms, hail, flooding, rain, lighting, tornadoes, hurricanes, water leakage, snow ice, running water or overflow of water or sewage. Landlord and Broker shall not be liable for any injury or damage caused by such occurrences, and Tenant agrees to look solely to their insurance carrier for reimbursement of losses for such events.
6. **Access:** Upon 24 hours advance notice to Tenant, Landlord shall have the right to access to Premises or Property to inspect, repair, maintain the same and/or to show the Property to prospective buyers. In the case of emergency, Landlord may enter Premises or Property at any time to protect life and prevent damage to Premises and Property. Landlord may also place a “for rent” or “for sale” sign in the yard or on the exterior of any dwelling on Property, may install a lockbox and may show Premises to prospective tenants or purchasers during reasonable hours.
7. **Rules and Regulations:**
8. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If all keys to Premises and Property are not returned when Tenant vacates Premises, Landlord may charge a re-key charge in the amount of $75.
9. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant for storage or for public or private sale, at Landlord’s option, and Tenant shall have no right or recourse against Landlord thereafter.
10. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which are combustible would increase fire risk or increase the risk of other casualties, shall be kept in or placed on Property.
11. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Premises.
12. No pets of any kind shall be brought on the premises without the prior written consent of the Management.
13. Tenant 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.
14. No waterbeds are allowed in Premises without written consent of Landlord.
15. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord.
16. The Tenant agrees not to use any form of Kerosene space heater in the dwelling.
17. Mail delivery to the premises is not guaranteed, and any boxes requested by the U.S. Postal Service are not the responsibility of Landlord.
18. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Landlord.
19. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on Property.
20. Tenant shall comply with all posted Rules and Regulations governing the parking of motor vehicles on Property or the use of driveways, sidewalks and streets on Property.
21. Tenant shall not skateboard, skate, rollerblade or bicycle on Property without wearing proper safety equipment.
22. 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 Tenant, but must be approved, in advance, by Landlord. Landlord 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.
23. Tenant shall be prohibited from improving, altering or modifying the Property during the term of this Agreement without the prior written approval of the Landlord. Any improvements, alterations or modifications approved by Landlord shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value of the same. Any improvements, alterations or modifications of the Property made by Tenant without the approval of Landlord shall be deemed to be damage done to the Property by Tenant.
24. Tenant shall keep all utilities serving the Property on at all times during the term of the Lease and through the completion of the Move Out Inspection including but not limited to garbage, water, electric, and gas. Should Tenant fail to keep utilities on through the Move Out Inspection Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities and a administrative fee of $100.
25. **Default:**
26. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
27. Violates the Rules and Regulations, Tenant Responsibilities, set forth herein or otherwise fails to abide by the terms and conditions of this Lease. Prior to terminating the Lease for either of the above reasons Landlord shall give Tenant notice of the default and a three (3) day opportunity to cure the same except in situations where the default is incapable of being cured within that time frame or the nature of Tenant’s default, if not cured, poses a risk of damage or injury to Landlord, Landlord’s property, other persons or the property of others immediately as determined in the sole discretion of Landlord.
28. Tenant fails to cure any violation of Rules and Regulations or Tenant Responsibilities set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease within three (3) days after Landlord delivers notice of the same to Tenant.
29. Tenant violates the Rules and Regulations or Tenant Responsibilities set forth herein three (3) times during the term of the Lease regardless of whether such violations are cured.
30. Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
31. Tenant fails to timely pay rent or other amounts owed to Landlord.
32. Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions or neglect of Tenant or members of Tenant’s household and their invitees, licensees and guests. All rights and remedies available to Landlord by Law or in this Lease shall be cumulative and concurrent.
33. **Effect of Default:** If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and to pursue all available legal and equitable remedies to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.
34. **Destruction of Property:**
35. If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction.
36. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence.
37. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant’s household or their invitees, licensees, or guests.
38. **Other Provisions:**
39. **Time of Essence:** Time is of the essence of this Lease.
40. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord’s right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
41. **Definitions:** Unless otherwise specifically noted, the term “Landlord” as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term “Tenant” shall include Tenant’s heirs and representatives. The terms “Landlord” and “Tenant” shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term “Binding Agreement Date” shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
42. **Joint and Several Obligations:** The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.
43. **Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
44. **Attorney’s Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney’s fees, plus all court costs and costs of collection.
45. **Indemnification:** Tenant agrees to indemnify and hold Landlord and Broker harmless from and against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to Property or to any improvements there on as a result of the acts or omissions of Tenant or Tenant’s family members, invitees or licensees; (3) Tenant’s failure to comply with any requirements imposed by any governmental authority; (4) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant’s family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where Landlord and/or Broker use their best efforts to make the necessary repairs within a reasonable time period and Tenant covenants not to sue Landlord or Broker with respect to any of the above-referenced matters; (6) Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee’s on the Property or not fulfilling the Owner’s obligations under this lease. For the purpose of this paragraph, the term “Broker” shall include Broker and Broker’s affiliated licensees and employees.
46. **Notices:** Any notice which either party may or is required to give, may be given by mailing the same, first class postage paid, to Tenant at the premises, or to Landlord at specified address, or at such other places as may be designated in writing by the parties from time to time.
47. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Property.
48. **Legal Description of Property:**  The full legal description of the said Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this agreement by reference.
49. **Early Termination by Tenant:** Tenant may terminate this agreement prior to Ending Date if the Tenant satisfies the following conditions:
50. Giving Management sixty (60) days written notice.
51. Paying all monies due through new date of termination.
52. Paying an amount equal to one (1) month’s rent as Early Termination Fee.
53. Returning dwelling in a clean, ready-to-rent condition.
54. Paying a pro-rated portion of expenses for repainting and cleaning based on the ratio of the number of months then remaining in the initial term to the number of months originally in the initial term.

Any notice for early termination must be signed by all Tenants. Tenant’s election of early termination shall not relieve Tenant of responsibilities and obligations regarding damage to Premises or Property. Tenant may not apply the security deposit toward the payment of any of Tenant’s financial obligations set forth in this Early Termination by Tenant Paragraph.

1. **Early Termination by Landlord:** Tenant agrees that Landlord may terminate the lease prior to the lease expiration date and Tenant agrees to vacate the property if the following conditions are met:
2. Landlord gives Tenant sixty (60) days written notice to vacate (Tenant still owes rent through the sixty (60) day notice period).
3. Landlord pays to Tenant an amount equal to one (1) month’s rent as compensation for disturbing Tenant’s quiet enjoyment of the property and for the inconvenience of moving early. This credit will be applied to the Tenant account at the time the Tenant vacates the property and will be included with any applicable security deposit refund. The foregoing shall not relieve the Tenant of his or her responsibilities and obligations regarding any damage to the property.
4. **Renewal Term:** Either party may terminate this Lease at the end of the term by giving the other party 60 days notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with a rent increase of 10% of the current rental rate and the new rent amount shall be known as the Current Rent. Either party must give to the other a minimum sixty (60) days written notice of intention to terminate tenancy during month-to-month tenancy. There shall be no renewal of this lease by operation of law.
5. **Material Relationship Disclosure: Tenant acknowledges that Carol Scott, a principal owner of the Property being leased, is a Licensed Georgia Real Estate agent.**