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Metropolitan Properties And Services Property Rental Agreement

DATE: **June 03, 200X**

PROPERTY ADDRESS: **XXX DeerGrass Trail, Peachtree City, Georgia, 30269**

MANAGEMENT: **John P. Davis for Metropolitan Properties & Services**

RESIDENTS: **Name (SS # XXX-XX-XXX)**
Name (SS # XXX-XX-XXX)

APPLIANCES: **Stove, dishwasher, refrigerator, 2 garage door openers.**

INITIAL TERM: **Twelve months**

BEGINNING DATE: **July 01, 2007**

TERMINATION DATE: **June 30, 2008**

MONTHLY RENTAL: **\$ 1,195.00 (One Thousand One Hundred Ninety Five Dollars)**

DISCOUNTED

MONTHLY RENTAL: **\$ 1,095.00 (One Thousand Ninety Five Dollars)**

SECURITY DEPOSIT: **\$ 1,095.00 (One Thousand Ninety Five Dollars)**

PET DEPOSIT: **\$ 200.00 (\$100.00 non-refundable – see attached pet lease)**

Attached hereto is the sole and entire rental agreement between the aforementioned management and resident and both parties acknowledge receipt of completed copies. No oral statements shall be binding. No modification of this agreement shall be binding unless attached hereto and signed by all parties. Management represents the owner of the subject property, and will be compensated by the owner for professional services rendered. In witness whereof, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year above written.

Management **Date**

Name **Date**

Metropolitan Properties & Services
PO Box 543
Tyrone, GA 30290
Address of Management

Name **Date**



Metropolitan Properties And Services

Property Rental Agreement

In consideration of the agreements of aforementioned Resident, the Management hereby rents them the dwelling located at the aforementioned Property Address ("the premises") for the period commencing at noon on the aforementioned Beginning Date, and monthly thereafter until noon on the aforementioned Termination Date, at which time this Agreement is terminated. Resident, in consideration of Managements permitting them to occupy the premises, hereby agrees to the following terms:

1. RENT: Rent shall be the aforementioned "Monthly Rental" per month, payable in full and in advance, without notice or demand, upon the 5th day of each calendar month to Management at the address specified as "Address of Management", or at such other place as may be designated by Management from time to time. Rent checks received in advance will be deposited only on the due date. **The security deposit and the first months rent must be paid in certified funds at lease signing.**

2. DISCOUNT RENT: There is a \$100.00 discount off the above stated rent if the rent is received in the post office box of Management prior to 5:00 p.m. on or before the first day of the month and the resident(s) meets all other requirements of this lease. The resident bears responsibility for delivery of the rent - mailing the rent does not constitute payment.

3. LATE FEES: Time is of the essence. If the rent is not paid by the fifth day of the month, a penalty of \$58.00 shall be paid by Resident to Management, and a further penalty of \$10.00 per day thereafter until the rent is paid shall be paid by Resident to Management 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 Resident to Management is returned by the bank unpaid, Resident shall pay a \$50.00 return check fee to Management as additional rent in addition to the aforementioned daily late fees, with all subsequent payments thereafter due and payable in certified funds.

4. UTILITIES: Resident shall be responsible for the payment of all utilities and services, and agrees to maintain and pay for electric, gas, trash disposal and water service at the residence during the entire term of this agreement. Disconnection of utility services at dwelling prior to termination date shall constitute an event of default under this agreement.

5. USE: The premises shall be used solely as a residence and shall be occupied only by persons named as the aforementioned RESIDENTS in this Agreement. Occupancy by guests staying over seven days will be in violation of this provision. **No pets of any kind, other than those stipulated in this lease, shall be brought on the premises without the prior written consent of the Management.** Resident shall not have a waterbed on the premises without prior written consent of the Management. Resident and their guests shall comply with the laws, ordinances, restrictions, and regulations of any relevant governmental body.

6. MAINTENANCE, REPAIRS OR 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 Management. No more than four (4) motor vehicles of any type may be parked at the property at any time and no vehicles may ever be parked on any unpaved surface. All motor vehicles must be in good working order and bear current license plates and stickers. No signs, notices, or visual displays of any kind may be posted on exterior doors, windows, or exterior walls. Residents who allow smoking within the residence will automatically assume the responsibility to have walls and ceilings repainted, carpets professionally cleaned, and other smoke related damages such as cleaning of blinds accomplished at lease termination. Resident shall mow, irrigate, fertilize and maintain the grounds of the premises, including lawns, shrubbery, shrubbery beds, pine straw and gutters, and keep the same clear of rubbish, weeds, or leaves if such grounds are a part of the premises and are available for the use of the Resident. In the event that Resident fails to maintain lawns, shrubbery, shrubbery beds, pine straw or gutters which are a part of premises, Management, after attempting to notify Resident, may, but is not required to, maintain lawns and/or shrubbery by using a professional yard maintenance company. The Resident will pay the costs of any such yard maintenance. Failure to pay these costs when billed, will place the residents in default of this agreement, as outlined in paragraph eleven.

7. RIGHT OF ACCESS: Management may enter the premises without notice to resident for inspection and maintenance during reasonable hours. In case of emergency, management may enter at any time. Upon twenty-four hours notice, Management may display interior and exterior of property to any prospective tenants and place "for rent" or similar signs on property.

8. INDEMNIFICATION: Management shall not be liable for any damage or injury to the Resident, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Management, his agents, or his employees. Resident does hereby indemnify, release, and save harmless management and managements agents from and against any and all suits, actions, claims, judgments, and expenses arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this lease or the use of this premises.

9. ESCALATION CLAUSE: The Management shall reserve the right to increase the rent during the term of this lease upon a 60 day written notice to the resident. The Resident shall approve or reject this proposal in writing within seven days of receipt. Upon rejection, the Management may, at its option, cause the Termination Date to be accelerated to a date not less than 60 days following the date of rejection as stated in writing.

10. POSSESSION: If, for any reason, Management is unable to deliver possession of the premises at the commencement hereof, Management shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Resident shall not be liable for any rent until possession is delivered. Resident may terminate this agreement if possession is not delivered within seven (7) days of the commencement of the term hereof

11. DEFAULT: If Resident shall fail to pay rent or other bills when due, or fail to perform any term or condition of this agreement, including, but not limited to, failure to reimburse Management for any damages, repairs, or costs when due, then Management, at its option, may terminate all rights of Resident hereunder, unless Resident, within two days after notice thereof, shall cure such default. If Resident abandons or vacates the premises, while in default of the payment of rent, Management may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law, without responsibility or liability therefore. In the event the Management reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Management for payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Resident, Management may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it comes due, or (b) at any time, terminate all of Residents rights hereunder and recover from Resident all damages Management may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided. **Bankruptcy** – If bankruptcy proceedings will begin by or against the resident before the end of the said term, Management is hereby irrevocably authorized at his/her option to cancel this rental contract, as a default. No receiver, trustee, or other judicial officer will have any right, title, or interest in the above described property by virtue of this rental contract.

12. DAMAGE TO THE PREMISES: If the premises are totally destroyed or so substantially damaged by storm, fire, earthquake, flooding, or other casualty as to be rendered untenable, this lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for between management and resident as of that date. If the leased premises should be damaged (but not rendered wholly untenable) to the extent that management shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

13. SECURITY: The security deposit set forth, if any, shall secure the performance of Resident's obligations hereunder. Management may, but shall not be obligated to, apply all or portions of said deposit on account of Resident's obligations hereunder, and may, but is not obligated to, maintain such funds in an interest bearing account. Any interest accruing shall become the property of Management or Agent for Management. Resident shall not apply the Security Deposit in payment of the last month's rent, unless prior written consent has been given by the Management. Nothing in this agreement shall preclude the Management from retaining the security deposit for nonpayment of rent or of fees, for abandonment of the premises (abandonment fee shall be equal to one months rent), for nonpayment of utility charges, for repair work or cleaning contracted for by the resident with third parties, for unpaid pet fees, or for actual damages caused by the resident's breach. Resident specifically acknowledges receipt of the MOVE-IN INSPECTION LIST and digital photos of the subject property at the time of occupancy. This checklist and the associated photos will serve as a record of the condition of the property at move in, and serve as the standard for the property at move out, excluding normal wear and tear.

14. ASSIGNMENT AND SUBLETTING: Resident may not sub-let dwelling or assign this lease without the written consent of Management.

15. ATTORNEY'S FEES: In any legal action to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee, plus all costs of collection.

16. WAIVER: No failure of Management to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent (or any payment marked "payment in full") be deemed a waiver of Management's right to the full amount thereof. No term, covenant or condition of this agreement may be waived by Management unless such waiver is in writing and signed by Management.

17. NOTICE: Any notice which either party may or is required to give, shall be in writing and delivered either (1) in person, or (2) by mailing the same, first class postage paid, to Resident at the premises, or to Management at address specified as "Address of Management", or at such other places as may be designated in writing by the parties from time to time. Management is authorized to act on behalf of owner with respect to this agreement, to manage the premises, and is owner's duly designated agent for service of process with respect to any matter arising under this agreement.

18. HOLDING OVER: If the resident should hold over on the premises after expiration of the term of this lease and with the consent of Management, the possession shall not be construed as a renewal for the same term, but shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable. Either party must give to the other a minimum sixty day written notice of intention to terminate tenancy during any such month to month tenancy. There shall be no renewal of this lease by operation of law.

19. EVICTION: If the rent called for under this agreement has not been received by the fifth day of the month in which it is due, then Management 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 Resident, his or her family and possessions evicted from the premises.

20. SECURITY DEPOSIT: The aforementioned security deposit will be returned to resident within thirty days after dwelling is vacated IF : a) lease term has expired or agreement has been terminated by all parties, and b) all monies due Management by Resident have been paid, and c) dwelling and property grounds are properly maintained and not damaged beyond normal wear and tear, and d) dwelling and property grounds are returned in clean, ready-to-rent condition.

21. EARLY TERMINATION: Resident may terminate this agreement prior to previously stated TERMINATION DATE by doing all of the following: a) Giving Management sixty days written notice, with such notice becoming effective on the last day of the month in which it is received, b) Paying all monies due through new date of termination, c) Paying an amount equal to the Security Deposit as an Early Termination Fee, d) Returning dwelling in a clean, ready -to-rent condition, and e) 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.

22. APPLIANCES: The stove, dishwasher, refrigerator, washer-dryer and/or any other appliances, if any, delivered with the premises are for the convenience of the Resident, but are not guaranteed to operate for the duration of this agreement. If resident makes use of these items. resident agrees to return same at end of lease in same condition as at beginning of lease. Resident agrees to use "burst proof" metal braid reinforced supply hoses for any items requiring water supply. Items of personalty delivered with the premises are listed previously as "Appliances."

23. REPAIRS and MAINTENANCE : Management will make 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. Resident agrees to bear the first \$50.00 of the cost of these repairs and routine maintenance during each calendar month. Management will bear all costs above the first \$50.00 for repairs. If any damage, beyond normal wear and tear, is caused by resident or his guest, resident agrees to pay management the cost of repair with the next rent payment or upon termination of this agreement, whichever comes first.

24. 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.

25. MAIL: Mail delivery to the premises is not guaranteed, and any boxes requested by the U.S. Postal Service are not the responsibility of Management.

26. RENTERS INSURANCE: Residents are encouraged to obtain Renters Insurance prior to taking occupancy.

27. KEROSENE HEATERS OR APPLIANCES: The resident agrees not to use any form of Kerosene space heater in the dwelling.

28. TELEPHONES / COMMUNICATIONS: Availability of telephone service, satellite or cable television service, or any other service to the premises is not guaranteed, and any installation or repair charges are the sole responsibility of the resident. Installation of any such service at the premises shall occur only with the written approval of Management, and any damages to the premises as a result of such installation, including, but not limited to, holes in the walls and floors, shall be the responsibility of resident and shall not be considered normal wear and tear.

29. SMOKE DETECTORS: The resident acknowledges the presence of a working smoke detector 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 dwelling.

30. LOCKS: Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors on the premises without the prior written consent of the management. If the addition or changing of such locks is consented to, the resident shall promptly provide management with keys to such locks.

31. NO ESTATE IN LAND: This lease shall create the relationship of landlord and tenant between management and resident; no estate shall pass out of the management; resident has only a usufruct and not an estate for years.

32. SEVERABILITY: In the event that any part of this lease be construed as unenforceable, the remaining parts of this lease shall be in full force and effect as though the unenforceable part or parts were not written into this lease.

33. PEST CONTROL: Pest control is the responsibility of the resident.

34. GENDER: In all references herein to resident, the use of the singular number is intended to include the appropriate number as the text of this lease may require. Each resident shall always be jointly and severally liable for the performance of every agreement and promise made herein.

35. LEGAL DESCRIPTION: 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.

In Witness Whereof, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year above written.

Revised 08/2007

