



Palace Real Estate

PO Box 176 High Shoals, GA 30645
706.215.5053
athenspalace@gmail.com

-LEASE FOR RESIDENTIAL PROPERTY-

Landlord and Tenant (as those terms are defined below) do hereby enter into this Lease (hereinafter "Lease" or "Agreement") on this date of

_____ the terms and conditions of which are set forth below.

1. Parties.

A. LANDLORD.

The Landlord in this Lease is: Palace Real Estate

B. TENANT.

The Tenant(s) in this Lease are as follows:

2. Agreement to Lease. Landlord leases to Tenant, and Tenant leases from Landlord, the residential dwelling with the following address:

3. Term. The initial term of this Lease shall begin on

_____ ("Commencement Date"), and shall end on (and include) the following date:

_____ ("Ending Date").

4. Possession. If Landlord is unable to deliver possession of Premises on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within ten (10) days of the Commencement Date, Tenant may, by giving notice to Landlord, terminate this Lease in

which event Landlord shall promptly refund all rent and deposits to Tenant. Landlord shall be liable for any delay in the delivery of possession of Premises to Tenant.

5. 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. The rent shall be payable to: Palace Real Estate at the following address:

Palace Real Estate
PO Box 176
High Shoals, GA 30645

(or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date or the 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 Landlord to be considered paid. Tenant acknowledges that unless Landlord and Tenant otherwise agree in writing, all funds received will be applied to the oldest outstanding balance owed to Landlord 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.

6. Late Payment; Service Charge for Returned Checks. Rent not paid in full by 5 p.m. on the 5th day of the month in which it is due shall be late. Landlord may, but shall have no obligation to accept any rent not received by the 6th of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check, certified check or wire transfer of immediately available funds and if applicable, a service charge of \$50 for any returned check. 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.

7. Dispossessory Fee. Notwithstanding anything to the contrary contained herein, if Tenant owes any outstanding, additional rent and other fees and charges as of the 10th day of the month, Landlord may file a dispossessory action in the county in which the Property is located. In the event that a dispossessory action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall pay an additional fee of \$175 to cover the costs of filing fees, court costs, attorney fees, plus an administrative fee of \$100 per dispossessory action.

8. Security Deposit.

A. Tenant has paid a refundable security deposit to David Bryan ("Holder") in the amount of \$_____ ("Security Deposit") by: *[Select one. Any box not selected shall not be a part of this Agreement.]*

check cash Certified Check Money Order ACH Credit Card

B. Deposit of Same: Holder shall deposit the Security Deposit within five (5) banking days of receiving the same into the bank listed

below:

1. Escrow / Trust at National Bank of Georgia

2. General at _____

If the Security Deposit is in a general account, it will not be segregated and will be co-mingled with other funds of Holder.

C. 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.

D. 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 this 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 30 day written notice to vacate; (3) the entire Property is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises or the Property except for normal wear and tear or damage noted at the commencement of the Lease in the Move-In Move-Out Inspection Form signed by Landlord and Tenant; and (6) all apartment keys, keys to recreational or storage facilities, access cards, gate openers and garage openers, if any, have been returned to Landlord/Broker.

E. Deductions from Security Deposit: Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property other than normal wear and tear caused by 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, costs and charges referenced herein.

F. Move-Out Statement: Holder 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.

G. Delivery of Move-Out Statement: Holder shall send 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.

9. Utilities. Tenant acknowledges that all utilities and/or services are to be paid for by Tenant, with the exception of:

Tenant must connect or transfer utilities not provided by Landlord into the name of Tenant within 5 days of the commencement of Lease. At any time thereafter, Landlord may, without notice to Tenant, disconnect any utilities serving Premises which are in the name of Landlord and are not being provided by Landlord under this Lease. Landlord may, at Landlord's option and upon notice to Tenant, pay utilities and be reimbursed by Tenant as additional rent. For the purpose of this paragraph utilities are defined as the following: water, sewer, electric, sanitation, gas, and phone.

10. 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 the same.

11. Owner's Property Disclosure Statement. Owner's Property Disclosure Statement is or is not attached to this Lease.

12. Tenant's Responsibilities.

A. Repairs and Maintenance: Tenant acknowledges that Tenant has inspected Premises and that it is fit for residential occupancy. Tenant shall promptly notify Landlord of any dangerous condition or need for maintenance existing in Premises or on Property. Upon receipt of notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair the following: (1) all defects in Premises or Property which create unsafe living conditions or render Premises untenable; and (2) to the extent required by state law, such other defects which, if not corrected, will leave Premises or Property in a state of disrepair. Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary and clean condition free of trash and debris. Any expenses incurred by Landlord to remedy any violations of this provision shall be reimbursed to Landlord by Tenant within thirty (30) days of the receipt of an invoice from Landlord. If Tenant fails to timely pay said invoice Tenant shall be in default of this Agreement.

B. Lawn and Exterior Maintenance: *[Select one. The sections not marked shall not be a part of this Lease.]*

 1. 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.

 2. Partial maintenance by Tenant - Tenant shall maintain the following:

 3. Landlord or Landlord's designated agent shall provide all yard/exterior maintenance.

C. Pest Control: Landlord will be responsible for termite and rodent control. Other pest control (including ants, cockroaches, spiders and other insects) shall be handled as set forth below.

[Select one. The section not marked shall not be a part of this Agreement.]

 1. Landlord or Landlord's designated agent shall provide pest control services to Premises.

 2. Landlord shall not provide pest control services to Premises and the same shall be the responsibility of Tenant.

D. Smoke Detector: Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair.

Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and notify Landlord immediately if the smoke detector is not functioning properly.

E. Freezing of Pipes: To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F,

Tenant shall: (a) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (b) leave the faucets dripping.

F. 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.

G. Access Codes: Landlord shall provide Tenant with all access codes to all entrance gates and security systems located on the Property.

13. 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. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA's Renovate Right brochure (<http://www.epa.gov/lead/pubs/renovaterightbrochure.com>).

Initials _____

14. Notice of Propensity of Flooding. Landlord hereby notifies Tenant as follows: Some portion or all of the living space or attachment thereto on Premises _ has **OR X** has not been flooded at least three times within the last five (5) years immediately preceding the execution of this Lease. Flooding is defined as the inundation of a portion of the living space caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as a ponding of water at or near the point where heavy or excessive rain fell.

15. 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.

16. Use. Premises shall be used for residential purposes only and shall be occupied only by the _____ (#) persons listed as follows:

_____.

Property shall be used by Tenant and all occupants, guests, licensees and contractors in accordance 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. Tenant agrees any violation or noncompliance of the above resulting in fines being imposed against Landlord or Broker shall be the financial responsibility of and immediately paid by the Tenant.

17. 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.

18. 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, lightning, 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.

19. Right of Access, Signage. Upon 24 hours advance notice to Tenant, Landlord shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. to access to Premises or Property to inspect, repair, and maintain the same and/or to show the Property to prospective tenants and buyers. In addition, Landlord may enter the Property and Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord to enter Property and Premises for this purpose. During the last 30 days of the term of the Lease, and during any period when Premises is being leased month to month, 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. Tenant agrees to cooperate with Landlord who may show Premises to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$100 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

20. Rules and Regulations.

A. 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 \$100.

B. Motor vehicles with expired or missing license plates, non-operative vehicles, motor vehicles leaking oil, 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.

C. 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.

D. 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.

E. No pets are allowed unless the exhibit entitled "Pet Exhibit" is attached to this Lease.

F. 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.

G. No waterbeds are allowed in Premises without written consent of Landlord.

H. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord.

I. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Landlord.

J. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on Property.

K. 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.

L. Tenant shall only skateboard, skate, rollerblade or bicycle on paved portions of the Property and while wearing proper safety equipment.

M. 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.

N. Tenant shall be prohibited from improving, altering or modifying the Property (including painting) 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.

O. 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.

P. Smoking is not permitted inside the Premises.

21. Default.

A. Default Generally: Tenant shall be in default of this Lease upon the occurrence of any of the following:

1. Tenant violates any of the Rules and Regulations or Tenant's responsibilities set forth herein or otherwise fail to abide by the terms and conditions of this Lease. Prior to terminating the Lease for any of the above-referenced 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 or other persons or property as determined in the sole discretion of Landlord.

2. Tenant violates any of the Rules and Regulations or Tenant's responsibilities set forth herein or other terms and conditions of the Lease of total of three (3) or more times during the term of the Lease regardless of whether such violations are cured.

3. 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).

4. Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.

5. Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear and items identified in the Move-In Move-Out Inspection Form signed by the Landlord and Tenant at the commencement of the Lease) caused by the actions or neglect of Tenant or members of Tenant's household and their invitees, licensees and guests.

B. 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 pursue all available legal and equitable remedies to remedy the default. Upon a Tenant default, Tenant shall remain fully liable to pay all rent, fees and other charges through the earlier of either: (a) the end of the lease term; or (b) the date that the Property is re-rented and the tenant under the new lease takes occupancy and pays all initial amounts owed under the lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

22. Destruction of Property.

A. 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.

B. 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.

C. 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.

23. Mortgagee's Rights. Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

24. Neighborhood Conditions: Tenant acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. It shall be Tenant's duty to become acquainted with any present or future neighborhood conditions which could affect the Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Property, political jurisdictional maps and land use and transportation maps and plan. If Tenant is concerned about the possibility of a registered sex offender residing in a neighborhood in which Tenant is interested, Tenant should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.

25. 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:

A. Landlord gives Tenant thirty (30) days written notice to vacate Tenant shall still owe rent through the thirty (30) day notice period.

B. Landlord pays to Tenant an amount of \$325 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.

26. Other Provisions.

A. Time of Essence: Time is of the essence of this Lease.

B. 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.

C. 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.

D. Joint and Several Obligations: The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.

E. 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.

F. 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.

G. Indemnification: Tenant agrees to indemnify and hold Landlord 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 the Premises and the Property or to any improvements thereon 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); (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.

H. Notices:

1. All Notices Must Be In Writing. All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination or vacating and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice.

2. Method of Delivery of Notice. Subject to the provisions herein, all notices shall be delivered either: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, pre-paid return receipt requested or (5) e-mail.

3. When Notice Is Deemed Received. Except as may be provided herein, a notice shall not be deemed to be given, delivered or received until it is actually received. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent.

4. Certain Types of Signatures Are Originals. A facsimile signature shall be deemed to be an original signature for all purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the same if the e-mail is sent from the e-mail address of that party and is signed with a "secure electronic signature" as that term is defined under Georgia Law.

I. Appliances: The following appliances are in Property and included in this Lease:

Tenant acknowledges that Tenant has inspected these appliances and that the same are in good working order and repair.

J. Keys: Landlord may release keys to or open the Premises to any of the occupants listed herein.

K. Waiver of Homestead Rights: Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.

L. 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.

M. Security Disclaimer: Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which Property is located; and (2) while Landlord may from time to time do things to make Property reasonably safe, Landlord is not a provider or guarantor of security in or around Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.

N. Rental Application: Tenant's rental application is **OR**, is not attached hereto as an exhibit. If the rental application is attached hereto and it is later discovered that the information disclosed therein by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies regarding said default.

P. Manager: The name and address of the person authorized to manage the Property is as follows:

David Bryan PO Box 176 High Shoals, GA 30645

(hereinafter "Manager"). If no Manager is listed above, the Owner shall be deemed to be self-managing the Property. If Manager is listed as the Landlord hereunder, Manager shall have full

authority to act as the Landlord for all purposes hereunder. Manager shall have no rights, duties, obligations or liabilities greater than what is set forth in the Management Agreement between Owner and Manager.

27. Exhibits. All exhibits attached hereto listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:.

SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control:

Additional Special are ___ or are not attached ___

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Tenant's Signature Date

Print or Type Name

Tenant's Signature Date

Print or Type Name

Bedardk319@gmail.com

Tenant's E-Mail Address & Phone Number

Tenant's E-Mail Address & Phone Number

Landlord's Signature Date

Print or Type Name

David@PalaceRealEstate.Properties 706) 215.5053

Landlord's E-Mail Address & Phone Number