

BIBB COUNTY DWELLING LEASE
RESIDENTIAL RENTAL AGREEMENT

THIS AGREEMENT made and entered into the date of the execution of this lease, and between _____, hereinafter referred to as Landlord, and _____, hereinafter referred to as Tenant.

WITNESSETH:

The Landlord, being the Owner or Agent of the Owner of _____, City of Macon, County of Bibb, Georgia, in consideration of the premises and the mutual covenants herein contained, the parties hereunto do hereby covenant and agree as follows:

1. PREMISES: Landlord, in consideration of the rent reserved herein to be paid by said Tenant, and of the other covenants, agreements and conditions hereinafter set forth to be kept, performed and observed by the said Tenant, does hereby let and lease unto said Tenant, the above described unit.

2. TERMS AND RENEWAL: The initial term of this lease shall be for a period of one (1) year, from ____ to ____, and shall be automatically renewed or extended for a month to month basis unless or until Landlord or Tenant shall give notice of intent to terminate in writing at least thirty (30) days before the proposed beginning date of the new lease term. The term of this lease terminates if Landlord and Tenant, by written agreement, terminate the lease or if the Macon Housing Authority terminates the HAP contract or if the Macon Housing Authority terminates assistance for Tenant.

3. RENT: The Tenant agrees to pay Landlord during the term of this Rental Agreement, monthly rent in advance at the rate of \$ ____ per month during the term of this Agreement on the first day of each month at the address of Landlord set out below. Of the monthly rent, the amount payable by the MHA as Housing Assistance Payments on behalf of the Tenant shall be \$ _____. The amount payable by the Tenant is \$ _____. The amount of the monthly housing assistance payment by MHA to the Landlord is subject to change in accordance with HUD requirements. The landlord must notify the MHA of any changes in the amount of monthly contract rent at least sixty (60) days before any such changes go into effect, and any such changes shall be subject to rent reasonableness requirements.

4. LATE CHARGE: Time is of the essence of this agreement and if all or any portion of the monthly rental payments are not made on or before the fifth day of each month, this shall constitute a material breach of this Agreement and subject the Tenant to legal eviction proceedings and a late charge in the amount of ten percent (10%) of the monthly rent portion paid by Tenant or \$15.00, whichever amount is greater.

5. MEMBERS OF HOUSEHOLD: The following persons may reside in the unit. No other persons may reside in the unit without prior written approval by the owner and the Macon Housing Authority.

6. SECURITY DEPOSIT: Landlord acknowledges receipt of \$ ____ as security for Tenant's fulfillment of the conditions of this Agreement. The deposit will be returned to Tenant within thirty (30) days after unit is vacated if : (a) The lease term has expired or Agreement has been terminated by both parties; and (b) all monies due Landlord by Tenant have been paid and the keys returned in; and (c) The unit is not damaged and is left in its original condition, normal wear and tear excepted. Deposit may be applied by Landlord to satisfy all or part of Tenant's obligations and such act shall not prevent Landlord from claiming damages in excess of the deposit. Tenant may not apply deposit to any rent payment without approval of Landlord.

7. BREACH OF AGREEMENT: If any rent required under this Agreement shall not be paid in full when due, or upon breach by the Tenant of any terms and regulations covering occupancy of this unit contained in this Agreement, together with any responsibilities set forth by state, country or municipal law, ordinance or regulations, or if the premises leased hereunder shall be abandoned or vacated prior to the expiration of this Agreement, then the Landlord shall have the right to terminate this Agreement, resume possession and declare the Tenant's security deposit forfeited as liquidated damages.

8. ASSIGNMENT OR SUBLETTING: The Tenant shall not keep roomers or boarders, nor assign, sublet or transfer said premises, or any part thereof.

9. DISCLOSURE AND NOTICE: Any notices required by law or made appropriate by the terms and conditions of this Rental Agreement, shall be made in writing by Tenant to Landlord at the Landlord's business address which is _____

10. UTILITIES AND APPLICANCES: The Landlord shall provide, or pay, for the utilities and appliances as indicated below by an "O" mark without any additional charge to the Tenant. The Tenant shall provide, or pay, for all other utilities and appliances indicated below by a "T" mark. The party responsible for providing the appliance shall also maintain the appliance in working order.

ITEM		PROVIDED BY	PAID BY
Heating	Gas		
	Electric		
Cooking	Gas		
	Electric		
Other Electric			
Air Conditioning			
Water Heating	Gas		
	Electric		
Water			
Sewer			
Trash Collection			
Range			
Refrigerator			
Other			

11. VACATION UPON TERMINATION: The Tenant further covenants and agrees that upon the expiration or termination of this Rental Agreement, that he or she will at once, peaceably surrender and deliver up the whole of the above described premises, together with all improvements thereon to Landlord. Any property, appliances, equipment or fixture of the Landlord shall not be removed from the unit by the Tenant.

12. RIGHT OF ACCESS: Landlord shall have the right of access to the unit for inspection and maintenance during reasonable hours. In case of emergency, Landlord may enter at any time to protect life and prevent damage to the property.

13. PROPERTY LOSS: Landlord shall not be liable for damage to Tenant's property of any type for any reason or cause whatsoever, except where such is due to Landlord's negligence.

14. INDEMNIFICATION: Tenant releases Landlord from liability for and agrees to indemnify Landlord against all losses incurred by Landlord as a result of (a) Tenant's failure to fulfill any covenant, agreement or condition of this Agreement, (b) Any damage or injury happening in or about the unit to Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) Any judgment, lien or other encumbrance filed against the unit as a result of Tenant's action.

15. FIRE: If the unit is made uninhabitable by fire not the fault of Tenant, this Agreement shall be terminated. If the unit is made uninhabitable or if the unit is damaged in any way by the fault of the Tenant, the Tenant shall be liable for any property damage caused.

16. SMOKE DETECTOR: Landlord shall furnish a smoke detector in the unit and the smoke detector shall be inspected upon move-in to insure it is in good working order. After this initial inspection, Tenant agrees that it is Tenant's responsibility to periodically check the smoke detector and see that the batteries are properly installed and to maintain the smoke detector in good working order for so long as Tenant remains in possession of said unit. Failure of Tenant to maintain the smoke detector in good working order endangers Tenant's

safety and the safety of others in the general event of an emergency and could subject Tenant to a maximum fine of \$25.00. Any questions concerning the operation of the smoke detector or method and manner of checking the smoke detector or the battery should be directed to Landlord. In the event the smoke detector is deemed to be inoperable or defective for any reason, Landlord shall replace said smoke detector upon written notice of said defect by Tenant, within a reasonable time after actual receipt of written notice of defect.

17. FAILURE OF LANDLORD TO ACT: Failure of Landlord to insist upon strict compliance with any terms of this Agreement shall not constitute a waiver of any violation of said terms.

18. RIGHTS AND REMEDIES CUMULATIVE: All rights and remedies under this Agreement or by law or equity shall be cumulative. If a suit for any breach of this Agreement established a breach by Tenant, Tenant shall pay to Landlord all expenses incurred in connection therewith, including reasonable attorney's fees.

19. MAINTENANCE AND REPAIRS: Landlord will maintain the heating systems and plumbing facilities in proper working condition. In the event that maintenance or repairs shall become necessary, Landlord shall be at liberty to perform the same without, in any way, affecting or impairing the obligation arising under this Rental Agreement, provided, such repairs and maintenance shall be completed as expeditiously as possible. Tenant shall be responsible for the act, omission, negligence or misconduct of Tenant, his family, guests, licensees, invitees or other persons for whom he is legally responsible.

Tenant will keep and maintain the unit in the same condition as that existing at the commencement of this Rental Agreement, damage due to reasonable wear and tear and damage for fire or other casualty excepted. If damage occurs through the fault of Tenant or his family, agent, servants, guests, invitees, licensees, Tenant will promptly pay for or replace any broken glass, electrical or plumbing fixtures, carpet, if applicable, or any items constituting a part of the leases premises with one of the same size and quality, and shall make or pay for all repairs necessary to be made in the same manner and quality as now exists in the unit. Tenant shall remove or pay for the removal of, all items causing stoppage to any of the plumbing facilities in the unit. Tenant is responsible for the periodic checking of air conditioner filters within the unit. Damaged or dirty filters will be replaced by Landlord upon notification by Tenant as provided above of the necessity of such changing. Any neglect or omission in performing this periodic inspection by Tenant which results in the damage to or the destruction of an air conditioner unit will result in all liability therefore to be assessed against Tenant.

20. MOWING OF LAWN AND YARD MAINTENANCE: Tenant will be responsible for the trimming of shrubbery, yard maintenance and mowing of the lawn of the property rented by Tenant. Tenant will keep lawn mowed to a length of five inches or less. In the event Tenant is renting a multi-unit property from Landlord, Landlord will be responsible for all yard maintenance, trimming of shrubbery and mowing of lawns.

21. RIGHT TO MORTGAGE: Tenant agrees that this Rental Agreement is subordinate and subject to any mortgage now or hereafter placed on the property.

22. RULES AND REGULATIONS:

- (a) Tenant agrees to act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintain the neighborhood where Tenant lives in a decent, safe and sanitary condition; to ensure Tenant, any members of the household, a guest or other persons under Tenant's control, shall not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants or employees of Landlord or Macon Housing Authority; to refrain from any drug-related criminal activity on or near such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. For purposes of this subparagraph, the term "drug-related criminal activity" means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802). Tenant agrees and understands for purposes of this lease the definition of a guest means a person in the unit or on the premises with the consent of a household member.

- (b) Terraces, windows and entrance doors. Awnings or other objections may not be attached to the outside walls over terraces, windows or entrance doors. Special entrance door appurtenances and adornments may not be installed without the written consent of Landlord. No sign of any kind may be hung in any window or door in a manner which makes it visible from the exterior of the dwelling. No external antennas or clothes lines will be erected from any terraces, windows or porches. The installation of aluminum foil on either the inside or outside of any window in the apartment building is prohibited. Tenant must not leave windows open during periods of rain or high winds. Tenant shall promptly make good all injury or damage sustained by Landlord and other Tenants through any fault of carelessness in these respects.
- (c) Noise. Good judgment and thoughtfulness for others must be used in the playing of musical instruments, record or tape players, radios, television sets and all other instruments creating an audible sound. The operation of these instruments is permitted provided that their noise level is adjusted so as to be audible only in the unit in which it is located.
- (d) Use. The unit shall be used for residential purposes only. No Tenant shall do, or permit anything to be done, in said premises, or bring or keep anything therein which shall in any way increase the rate of fire insurance on said premises or on the property kept therein, or obstruct or interfere with the rights of other Tenants or in any way injure or annoy them.
- (e) Painting and Alterations. No painting shall be done, nor shall any alterations be made, to any part of the building by putting up or changing any partition or partitions, door or doors, window or windows, nor shall there be any nailing, boring or screwing into the woodwork or walls without the written consent of Landlord, except standard picture hooks, shade brackets and curtain rod brackets.
- (f) Locks and Keys. Tenant is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the unit, without the written permission of Landlord. Upon vacation of the unit, the keys rendered to Tenant together with any duplicate made by Tenant during the tenancy of his residence, must be returned to Landlord.
- (g) Soliciting. Soliciting within the unit building is absolutely forbidden.
- (h) Parking. Tenant agrees to abide by the parking regulations established by Landlord.
- (i) Recreation and Service Areas. Tenant agrees to abide by the rules and regulations established for the use of any recreational and service facilities provided by Landlord.
- (j) Guests. Tenant shall be responsible and liable for the conduct of his guests, licensees or invitees. Acts of guests, licensees or invitees in violation of this Agreement or Landlord's rules and regulations may be deemed by Landlord to be a breach by Tenant.
- (k) Waterbeds. The use or maintenance of any type waterbed is expressly prohibited without the written consent of Landlord which consent will be given only after Tenant signs a statement accepting any and all liability for any damage done to the unit building and any personal property within the unit caused by any type of waterbed leakage.
- (l) Pets. No animals, birds or pets of any kind shall be permitted in the unit without the consent of Landlord and the execution of a pet fee agreement, where applicable.
- (m) Unless otherwise agreed in writing, the expense of any replacement bulbs necessary or required will be borne by Tenant.
- (n) Waiver. The failure of Landlord to insist on strict performances of any of these rules and regulations contained herein shall not be deemed to be a waiver of any of the rights or

remedies Landlord may have, and shall not otherwise affect the validity of this Agreement.

NOTICE: Landlord may, from time to time, amend or change any of the rules and regulations applicable to the standard of conduct to be exercised in the unit by giving written notice as provided herein to Tenant.

23. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check # 1 or # 2 below)

1. Known lead-based paint and/or lead-based paint hazards are present in the housing.
2. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

If # 1 has been checked, please explain: _____

Records and reports available to the Landlord (check # 1 or # 2 below)

1. Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
2. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

If # 1 has been checked, please list documents: _____

Tenant's Acknowledgement

- _____ Tenant has received copies of all information listed above.
- Tenant has received the pamphlet Protect Your Family from Lead in your home (provided to all families by MHA when their voucher is issued)

Agent's Acknowledgement (initial if applicable)

- _____ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The Tenant and Landlord have reviewed the information above and certify, to the best of their knowledge, that the Information they have provided is true and accurate.

24. ENTIRE AGREEMENT: Landlord and Tenant acknowledge and agree that this Rental Agreement and attached leased addendum contains their entire understanding and agreement, and that all other representations, leases, lease provisions, assurances and promises either oral or written, not incorporated herein, shall be void and of no force and effect.

25. OTHER SPECIAL PROVISIONS: Attached to this lease is a Tenancy Addendum which is incorporated into this Lease by reference. Tenant and Landlord agree that the attached Tenancy Addendum is controlling in that if there is any conflict between the Tenancy Addendum and any other provision of this lease, the provisions of the lease addendum required by HUD shall control.

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 first written above.

BY SIGNING THIS AGREEMENT, Tenant acknowledges that:

- (a) **Tenant has been given the right to inspect the premises;**
- (b) **Tenant has inspected the premises and finds them in need of no repairs;**
- (c) **Tenant accepts premises as is; and**
- (d) **Tenant has received a copy of this lease and has read and understands the contents of same.**

Tenant: _____ Date: _____

Landlord: _____ Date: _____



Landlord MUST disclose Owner's Name if the Landlord is the Agent for the Property Owner.

Name of Owner: _____

SAMPLE