

From the Law Offices of
Dickenson Gilroy, LLC

Summary of Residential Rental Agreement

The Crown rental agreement is 6 pages long and has 31 stipulations. It has evolved over 28 years and gone through 18 major revisions with the law firm of Dickenson Gilroy, LLC (formerly of McCalla, Raymer LLC.) It has been refined by our experience with 7,000 tenants, many of their attorneys, hundreds of visits to eviction court, and several serious law suits. The following is just a summary of that agreement and is intended to just give you a flavor of what it covers.

Since this lease is proprioritary to Crown, only the major ideas are presented here, not the entire lease.

Landlord/Tenant/Address: This Agreement is between the Landlord, and the Resident, on the following described property

Occupants: 1. All adults agree to sign

Original Term: 2. This Lease shall begin on ____, and end on ____

Rent: 3. (a) Amount: Rent of \$ _____ due the first of each month prior to 12 noon

(b) Late Charge: late fee of 10% of the Rent. **(c) Checks:** If Rent is late, or nsf \$50.00 charge plus the late charge as described above. **(d) Allocation:** rent shall first be applied ... **(e) Withholding Rent for Repairs:** The Resident cannot deduct repairs

Security Deposit 4. (a) Resident to pay \$____ as a Deposit. Deposit must be paid .. The Deposit will be returned unless retained by Landlord as provided.. **(b)** Landlord may use, deposit for any sum ...**(c)** The application of the Deposit by Landlord ...

Damage Inspection: 5. Resident acknowledges receipt of a comprehensive listing of any existing damages...

Damage Inspection after Termination: 6. Landlord will inspect the Premises and list damages ... Resident shall have the right to inspect Premises ...If the Resident terminates occupancy without notifying Landlord...In the event Landlord elects to retain any part of the Security Deposit, Landlord shall provide Resident with a written ...

Inspections: 7. All Residents are invited to appear for the inspection but all don't have to.

Right of Access: 8. (a) Landlord shall have the right of access of Premises for inspection and maintenance.... Landlord may enter at any time to protect life or prevent ... **(b)** During the last sixty (60) days of Resident's occupancy, Landlord shall have the right to place yard signs ... the unrestricted right of entry ... for the purpose of showing the Premises. Resident agrees to use prudent ... and agrees to hold Landlord harmless...Courtesy calls will be ... Should Resident attempt to limit or restrict ... default of this Lease and ... may retain Security ...and the security deposit is reasonable.

(c) Locks and Alarm System: Security systems or additional locks are encouraged and may be installed ...Upon receipt of written ...Resident shall provide ... fixtures of the Premises. Installation of additional locks (security systems) and duplicate keys will be ... Should Resident change the locks (security system) ...this will constitute ... Resident will forfeit their Security Deposit and will be responsible ...as agreed. Should Resident change locks, or refuse .. Landlord may have the Premises re-keyed ...

Subletting: 9. No Subletting ...of this Lease is permitted. Assignment of any portion of this Lease or subletting any portion of Premises without ... may result in.

Surrender of Premises: 10. Resident shall deliver possession of Premises to Landlord in good order...condition. Said condition includes, but is not limited to... and returning keys and power garage door openers ... Whenever Landlord is entitled to possession of the Premises under the terms of this Lease...

Renewal: 11. If Resident intends to terminate this Lease... Resident must give Landlord at least ...Notice must be in writing and must be ... days prior to move-out. If Landlord intends to terminate this Lease, Landlord must give Resident at least .. notice. If neither party notifies the other of its intent to terminate ... except that the amount of the Rent shall increase by ...Should Resident desire to voluntarily ...Resident must give Landlord ... written notice; and such notice must be ... to be effective. Should Landlord thereafter desire to voluntarily terminate this tenancy

Use: 12. Premises shall be used for ... and shall be occupied only by ... Premises shall be used so as to comply with ...laws...Resident shall not use Premises, or permit same to be used, for any ...quiet enjoyment of their property. Any unauthorized use of the Premises shall be deemed an ...

Resident's Property: 13. Landlord shall not be liable for damages to Resident's ... except where such is due to Landlord's ... negligence. Resident is encouraged to obtain ...

Pest Control & Pets: 14. (a) Pests: At all times during the occupancy of said Premises, Resident shall be responsible for

pest control of all kinds ...licensed pest control contractors to treat for pests or rodents. **(b) Pets:** No animals...any kind shall be permitted on Premises ...a signed pet agreement, and an additional ...Landlord to protect against potential damage caused by pet. Should Resident have pets for any length of time ...of all fleas ... pest control company, restore carpet to ... including pet odors ...replacing the carpet and pad ... If Landlord discovers a pet ...owned by Resident, Landlord may assume ... Resident agrees to pay ... Pet Exhibit ... as it is impossible to accurately identify when...

In addition to the Additional Rent ... in default in the Lease at the sole discretion ...provision contained in said Pet Exhibit, if Landlord permits pets, then Resident agrees to ... exterminator upon termination ... proof of treatment to be provided to Landlord ... Security Deposit. This requirement shall not be waived ...

Indemnification: 15. Resident releases Landlord from liability for, and agrees to indemnify Landlord against ...

(a) Resident's failure ... **(b)** Any damage or injury ... Resident's invitees or licensees ...**(c)** Any judgment, lien, or other encumbrance filed against Premises

No Waiver: 16. Any failure of Landlord to seek redress... any covenants or conditions of this Lease, shall not operate as waiver ...insist on prompt compliance ... action by Landlord for any such violation.... Acceptance by Landlord of any late payment of Rent, shall not ...including without limitation, the right to terminate ... or additional Rent, by Landlord with the knowledge of such breach ... No provision, covenant, or condition of this Lease may be waived by Landlord unless ... by Landlord.

Time is of the Essence/Service: 17. (a) Time is of the essence of this Lease. All references to any notice required to be given ... shall be strictly ...delivered or mailed by ... in accordance with the provisions ...**(b)** Resident hereby appoints the person in charge ... distress proceedings and notices hereunder, and all notices ... and if no person occupying the same, such service ... on the front entrance of Premises. **(c)** For purposes of compliance with the provisions of O.C.G.A. ... Landlord hereby states that ...Agreement is authorized to manage the Premises ... serving of process and receiving ... **(d)** Remedies Cumulative: All rights ... available to Landlord by law, including but not limited to ...concurrent.

Mortgagee's Rights: 18. Resident's rights under this Lease ...or Trust, which is now ...on Premises. If requested, Resident shall execute ...to specifically implement the subordination described ...

Default: 19. (a) If Resident fails to pay Rent... any of the obligations, terms, conditions ...failure to reimburse Landlord for any damages, repairs...abandonment of the Premises, or violation of any Rules...shall constitute a default under this Lease.

(b) If such default continues for three...notice of default, Landlord may...this Lease by...**(c)** Landlord, as Resident's agent, may...and for any Rent, upon such terms...to Landlord for the deficiency, if any, between Resident's Rent ...Landlord by reoccupying. **(d)** Any action hereunder by Landlord ...Lease or by law, and Landlord shall not be guilty of trespass....

Early Termination: 20. Provided Resident is not in default hereunder...fees due Landlord, Resident may terminate this Lease before the expiration date by: **(1)** giving Landlord ...plus, **(2)** paying all monies due ...**(3)** paying an amount equal to...plus, **(4)** return the Premises ...plus, **(5)** paying ...fee as liquidated damages, as the parties agree... Resident...shall not relieve Resident of his/her responsibilities ...

Rules and Regulations: 21. (a) Non-operative vehicles: are not permitted on Premises. Landlord may...Resident, for storage or public or private sale at ...Resident owning same shall have no right...**(b) Storage:** Resident agrees not to store any materials...hazardous, or would increase the risk of a fire...in default. Any unauthorized storage of said materials shall be ...indemnify Landlord, and the owner...Should Resident leave hazardous ...agrees to pay said cost of removal. **(c)**

Housekeeping: The Resident agrees to maintain the Premises in as good a state ... agrees to keep his/her quarters in a clean and sanitary condition and to keep the yard clean, mowed...neighborhood covenants, rules ...**(d) Utilities:** Utilities to the Premises including garbage, water and sewer charges...Possession until the move-out inspection ...agrees to keep all utilities, including electric, gas and water, on through...turned off, prior to the move-out inspection...plus all costs incurred by Landlord to restore...Resident must provide proof ... prior to Landlord's refund of any Security Deposit.

Attorney and Collection Costs: 22. If Landlord breaches this Lease, Landlord agrees to pay ...If Resident breaches this Lease, Resident agrees to pay ... (including charges allowed under this Lease and including...After five days, if Resident fails to pay the unpaid charges demanded, Resident shall be required to pay...unpaid charges (including charges allowed under this Lease...) as an administrative collection fee. ...Resident hereby agrees to pay any and all costs of collection... damages owing under this Agreement...costs of a collection agency and/or the costs of an attorney...Resident shall also pay any and all costs, including mediation and arbitration fees...and any fees and costs awarded by ...a legal proceeding.

Resident Improvements: 23. (a) Resident may paint...Landlord approves of Resident's selection of materials and ...in advance of said work. In any event...**(b)** Resident may remodel and make...permission and approval of materials ...has no authority to incur any debt...or to create any lien upon said Premises...as agent for Landlord at any time **(c)** Resident warrants that any repairs, refurbishments or work performed ...Resident, will be done...will be undertaken only by qualified ...fully accountable for all payments for said improvements, and to hold Landlord free...regardless of cause, which might result...Any alterations or changes that Landlord does permit...at all times during and after the term ...

Homeowner Associations: 24. (a) If a homeowner's association exists, the Premises may be subject to various

rules...Resident is responsible for...complying with their terms. The terms of such Rules and Regulations are...fully set forth herein. Any breach thereof may constitute...Should notice be sent to Landlord or Owner regarding a violation of said rules ...to pay Landlord a ...if the association should fine Landlord or Owner...or Resident's invitees or guests, for failure to comply with the rules...Resident agrees to pay ...**(b)** The Premises may be located in a community that...law care, trash pickup, laundry, or similar amenities. With respect to such homeowner's associations and/or amenities, Landlord...whether any association...whether the owner ...any applicable dues; **(3)** whether such amenities ...including a tenant. Landlord encourages Resident... might be important to Resident in... **(c)** Resident expressly...and from any representations regarding...Resident expressly acknowledges that Resident has made...or homeowner's association and releases Landlord of and from....

Signatures / Faxes: 25. These Premises cannot be leased without the signature ..agree this Lease can be signed by... Faxed signatures...

Agency Disclosure: 26. Agent's office brokerage relationship policy is to represent Owners as Sellers and/or Landlords (Seller Agency and Owner Agency), Buyers (Buyer Agency), and Sellers and Buyers in the same transaction with Designated Agency, and Transaction Brokerage. Agent is a licensed Real Estate Broker and as such is representing the Landlord/Owner in this transaction unless otherwise described on the attached disclosure.

Lease Renewal Fee: 27. Resident agrees to ...Administration ..at each Anniversary...for a shorter-term renewal i.e. anything less than...

Receipt of Important Documents: 28. Resident acknowledges they have received the following documents...

Legal Notice Fee: 29. Should Landlord be required by this Lease...send a legal notice to Resident, Resident agrees to pay ...

Maintenance Charge-backs/Stand-up fees: 30. Should maintenance...on the Premises which servicing contractor reports...provide the invoice for such repair to Resident and Resident agrees to pay...additional rent. Should Resident fail to pay said sum...payment request, Resident may be deemed to be...Should an appointment be scheduled .. Resident...Resident agrees to pay Landlord...

Entire Agreement: 31. This Lease, and any attached written Exhibits or Addendums, shall constitute ...or advertising, or flyer, or promotional materials...any part of an agreement between the parties. This Lease can only be amended...to this Agreement.

See exhibit(s) attached hereto and made a part of this contract by reference.

A Pet Policy

Mark box if *Additional Stipulations* ...

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized,

This _____ day of _____ 200_____.

Landlord

X

By Crown Realty & Management Corporation as appointed signatory of the landlord.

Name _____
Street _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email _____

X

RESIDENT

X

CO-RESIDENT

X

CO-RESIDENT

Please do not attempt to use this "summary of agreement" as it is only a partial document, and is missing significant language that is needed to create a valid agreement.