

# GEORGIA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

**LANDLORD:**

\_\_\_\_\_ (hereinafter referred to as "Landlord"), with a  
mailing address of:

\_\_\_\_\_  
\_\_\_\_\_

AND

**TENANT(S):**

\_\_\_\_\_ (hereinafter referred to as "Tenant").

**I. PROPERTY**

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (hereinafter referred to as the "Premises"):

\_\_\_\_\_

City of \_\_\_\_\_ , State of Georgia, Zip Code

\_\_\_\_\_

The Premises includes the following fixtures and appliances:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term.** The Lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon the end of the term, the Tenant shall vacate the Premises unless a new agreement is signed.

☐ **Month-to-Month.** The Lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continue on a month-to-month basis. Either party may terminate this Agreement by providing at least sixty (60) days' written notice from the Landlord to the Tenant, or thirty (30) days' written notice from the Tenant to the Landlord, pursuant to O.C.G.A. § 44-7-7.

## III. RENT

The Tenant shall pay to the Landlord the sum of \$ \_\_\_\_\_ per month as Rent. Rent is due on the \_\_\_\_\_ day of each

month.

Rent shall be paid by the following method(s):

☐ Cash   ☐ Check   ☐ Money Order   ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: \_\_\_\_\_

Rent shall be made payable to: \_\_\_\_\_

And sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_

#### **IV. LATE CHARGES AND RETURNED CHECKS**

If Rent is not paid by the \_\_\_\_\_ day of the month, the  
Tenant shall pay a late fee of \$ \_\_\_\_\_ .

If any check offered by Tenant to Landlord in payment of rent or any other amount due under  
this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason,  
Tenant will pay Landlord a returned check charge of \$

\_\_\_\_\_ (not to exceed the amount allowed by O.C.G.A. §  
13-6-15).

#### **V. SECURITY DEPOSIT**

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$  
\_\_\_\_\_ (the "Security Deposit").

##### **A. Escrow Account Requirements (O.C.G.A. § 44-7-31):**

If the Landlord owns more than ten (10) rental units or employs a third-party management agent, the Security Deposit shall be held in an escrow account established only for that purpose at:

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

**B. Return of Deposit (O.C.G.A. § 44-7-34):**

The Security Deposit shall be returned to the Tenant within thirty (30) days after the termination of this Agreement and the surrender of the Premises. The Landlord may deduct from the Security Deposit only for:

1. Non-payment of rent;
  2. Late fees;
  3. Unpaid utility charges;
  4. Cleaning charges (if the Tenant fails to leave the Premises in clean condition);
  5. Repair of damages to the Premises caused by the Tenant, excluding ordinary wear and tear;
- and
6. Actual damages for breach of this Agreement.

If any deductions are made, the Landlord shall provide the Tenant with a written statement listing the exact reasons for the retention of any portion of the Security Deposit.

**VI. MOVE-IN INSPECTION AND DISCLOSURE OF DAMAGES**

Pursuant to O.C.G.A. § 44-7-33, prior to the Tenant tendering a Security Deposit, the Landlord shall provide the Tenant with a comprehensive list of any existing damages to the Premises. The Tenant shall have the right to inspect the Premises to ascertain the accuracy of the list. Both parties shall sign the list, which shall serve as conclusive evidence of the accuracy of the existing damages.

**VII. USE OF PREMISES**

The Premises shall be used and occupied by the Tenant and the following immediate family members/occupants only:

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The Premises shall be used for residential purposes only. No business or commercial activity shall be conducted on the Premises.

## **VIII. UTILITIES**

The responsibility for payment of utilities and services shall be as follows:

Electricity:

☐ Landlord   ☐ Tenant

Water/Sewer:

☐ Landlord   ☐ Tenant

Gas:

☐ Landlord   ☐ Tenant

Trash Collection:

☐ Landlord   ☐ Tenant

Internet/Cable:

☐ Landlord   ☐ Tenant

Landscaping:

☐ Landlord   ☐ Tenant

## **IX. MAINTENANCE AND REPAIRS**

**A. Landlord's Duties:** The Landlord shall keep the Premises in good repair and is responsible for maintaining the structural soundness of the roof, floors, walls, and foundation, as well as all plumbing, electrical, and heating systems, in accordance with O.C.G.A. § 44-7-13.

**B. Tenant's Duties:** The Tenant shall keep the Premises clean, sanitary, and in good condition. The Tenant shall promptly notify the Landlord of any necessary repairs. The Tenant shall be responsible for any damage caused by the Tenant's negligence or misuse, or that of their guests.

## **X. RIGHT OF ENTRY**

The Landlord shall have the right to enter the Premises during reasonable hours for the purpose of inspection, making necessary repairs, or showing the Premises to prospective buyers or tenants. Except in cases of emergency, the Landlord agrees to provide the Tenant with at least twenty-four (24) hours' notice prior to entry.

## **XI. PETS**

☐ **No Pets Allowed.**

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s) on the Premises:

Description of Pet(s):

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Pet Fee (Non-Refundable): \$ \_\_\_\_\_

Pet Deposit (Refundable): \$ \_\_\_\_\_

## **XII. GEORGIA SPECIFIC DISCLOSURES**

### **A. Flood Disclosure (O.C.G.A. § 44-7-20):**

Has the Premises been damaged by flooding at least three (3) times during the five (5) year period immediately preceding the execution of this lease?

☐ YES. The Tenant is hereby notified that the property has a propensity for flooding.

☐ NO.

### **B. Identification of Owner and Agent (O.C.G.A. § 44-7-3):**

The following person is authorized to manage the Premises and receive service of process and notices:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

The owner of record of the Premises is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

### **C. Lead-Based Paint Disclosure:**

If the Premises was constructed prior to 1978, the Landlord must provide a Lead-Based Paint Disclosure.

Year Built: \_\_\_\_\_

☐ Property was built prior to 1978 (Disclosure Attached).

☐ Property was built in 1978 or later.

### **XIII. DEFAULT**

If the Tenant fails to pay rent when due or fails to comply with any term of this Agreement, the Landlord may terminate this Agreement.

1. **Non-Payment:** If Rent is unpaid when due, the Landlord may demand possession of the Premises. If the Tenant refuses, the Landlord may file a Dispossessory Affidavit in the Magistrate Court pursuant to O.C.G.A. § 44-7-50.

2. **Breach of Lease:** If the Tenant breaches any other provision of this Lease, the Landlord may provide written notice of the breach. If the breach is not cured within \_\_\_\_\_ days, the Landlord may terminate the Lease.

### **XIV. ABANDONMENT**

If the Tenant vacates the Premises without notice and Rent is unpaid for a period of \_\_\_\_\_ days, the Premises shall be deemed abandoned. The Landlord may enter the Premises and re-let the property. The Tenant shall remain liable for any deficiency in Rent until the Lease term expires or the property is re-rented.

### **XV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

### **XVI. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be modified or



amended except by a written document signed by both parties.

## **XVII. ADDITIONAL TERMS AND CONDITIONS**

Additional provisions are as follows:

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## **XVIII. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

### **LANDLORD:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

### **TENANT(S):**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

\*

NOTARY ACKNOWLEDGMENT\*\*

State of Georgia

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public,  
personally appeared \_\_\_\_\_ (Landlord) and  
\_\_\_\_\_ (Tenant), proved to me on the basis of satisfactory  
evidence to be the persons whose names are subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacities, and that by their  
signatures on the instrument the persons, or the entity upon behalf of which the persons acted,  
executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

(Seal)

My Commission Expires: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_