

**Residential & Commercial Real Estate**

**Four Star**

**COMMERCIAL LEASE AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is between Four Star Ventures, LLC. (hereinafter referred to as "Management") and \_\_\_\_\_ (hereinafter referred to as "Tenant"). Management rents to Tenant, and Tenant rents from Management, property located at: Address: \_\_\_\_\_ City: \_\_\_\_\_, State: **GA**, Zip: \_\_\_\_\_, the full legal description of which is the same as recorded with the Clerk of the Superior Court of \_\_\_\_\_ County, and is made a part hereof by reference (hereinafter referred to as the "Property"), under the following terms and conditions:

**1. TERM:** The initial term of this Agreement shall be for **TWELVE** months beginning on the \_\_\_\_\_ day of \_\_\_\_\_, and terminating at **12 noon** on the \_\_\_\_\_ day of \_\_\_\_\_.

**2. POSSESSION:** Should Management be unable to deliver possession of the Property at the commencement of this Agreement, Management shall not be liable for damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within seven (7) days of the start of the term hereof. As long as premises are habitable, Tenant may not unreasonably refuse to occupy.

**3. RENT:** Rent is payable monthly **in advance** without notice or demand at the rate of \_\_\_\_\_ (\$ \_\_\_\_\_) per month, on the **1ST** day of each and every month during the initial or any extended term of this Agreement, and shall be annually adjusted. **RENTS MUST BE POSTMARKED BY THE DUE DATE OF EACH MONTH TO BE CONSIDERED PAID. Money orders or checks shall be made payable to:**

**Four Star Ventures, LLC.  
PMB 343  
1000 Whitlock Avenue  
Suite 320  
Marietta, GA 30064**

**4. ADDITIONAL RENT & RETURNED CHECKS:** If Management elects to accept rent after the **1ST** day of the month, Tenant agrees to pay \$5.00 for each day after the **3RD** day of the month as additional rent. In the event collection of past due rent must be made by the Management at the Property location, the Tenant agrees to pay a \$30.00 collection fee as additional rent for each such attempted collection. The additional rent shall continue to accrue at the rate of \$5.00 per day until all rents and any other amounts owing under this Agreement are paid in full. In the event any check given by Tenant to Management is returned by the bank unpaid, Tenant agrees to pay to Management \$50.00 as additional rent and agrees to pay additional rent of \$5.00 per day after the **3RD** day of the month until Tenant's account is brought current. This charge will be waived if the bank verifies, in writing, the check was returned due to their error. Any returned check must be redeemed by cashier's check, certified check or money order. In the event more than one check is returned, Tenant herewith agrees to pay all future rents and charges in the form of cashier's check, certified check or money order.

**5. PERFORMANCE FEE:** Tenant agrees to pay a performance fee of \_\_\_\_\_ (\$ \_\_\_\_\_) in certified funds to Management before taking possession of the property to secure the Tenant's faithful performance of the conditions of this agreement. Tenant will be paid for cleaning and repairs pursuant to agreement as offered by Management, payment shall be made within thirty (30) days after property is vacated by all occupants, provided:

- (a) Lease term has expired or agreement has been terminated by both parties; and
- (b) All monies due Management by Tenant have been paid; and
- (c) Property is not damaged and is left in its original condition, normal wear and tear excepted.
- (d) Carpets, walls, floors, appliances, bathroom fixtures and other areas of the property have been cleaned.
- (e) Written notice to vacate has been given Management at least 60 days prior to vacating.
- (f) Tenant allows Management to show premises and post sign during 60 day notice period.
- (g) Tenant has returned all keys to Management.
- (h) Tenant has given Management his/her forwarding address.
- (i) Tenant has paid all final bills on all utilities that have been his/her responsibility under this Agreement.

Fee may be applied by Management to satisfy all or part of Tenant's obligations and such act shall not prevent Management from claiming damages in excess of the fee. Tenant agrees to pay Management eighteen percent (18%) per annum on the unpaid balance of any charges for rent, repairs or any other damages sustained by Management under the terms of this Agreement, that are not covered

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by the performance fee and that are not paid within seven (7) days after vacating premises. Regardless of amount of fee paid, Tenant agrees to perform as outlined herein.

         **TENANT AGREES NOT TO APPLY ANY PREVIOUSLY PAID PERFORMANCE FEES TO ANY RENT PAYMENT.** Tenant understands that management is *required* to pursue collection on any expenses created by Tenant's non-compliance with this agreement.

**6. EARLY RELEASE AND/OR RETURN OF PROPERTY:** Tenant may be released from the obligation to pay the rents contained herein, *as of the last day of a rental month*, before the expiration of the initial term or any extensions by:

- (a) Giving Management a minimum of sixty (60) days *written* notice, *plus*
- (b) Paying all monies due through date of release, *plus*
- (c) Paying an amount equal to one month's rent as a release fee, *plus*
- (d) Returning Property in a clean, undamaged ready-to-rent condition, *plus*
- (e) Complying with all provisions outlined in paragraph 6 above.

**7. CONDITION:** Tenant accepts Property in its present "**AS-IS**" condition and acknowledges that Tenant has received a list of any existing damages to Property, been given the right to inspect same, and has approved said list except as previously specified in writing to Management. Tenant acknowledges receipt of the "Move-In Inspection Form" and accepts the responsibility to complete said form within seven (7) days of taking possession and return a completed, signed copy to Management. Failure to do so shall be Tenant's acknowledgment that Property is in perfect condition in every particular and that any damages, including breakage, burns and wear or otherwise not shown shall be Tenant's responsibility and expense.

         **8. MAINTENANCE, REPAIRS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner, including all equipment and appliances therein and shall surrender the same, at the termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his customers or invitees and guests.

**9. APPLIANCES:** All appliances of any kind including window air conditioners are specifically excluded from this Agreement. Such appliances remain as a convenience to Tenant and Management assumes no responsibility for their operation. No part of the monthly rent is attributable to them. Any appliance on premises at the signing of this Agreement shall be returned by Tenant upon move-out in the same condition as at the signing of this Agreement.

**10. ALTERATIONS:** Tenant shall not make, or allow to be made, any alterations, installations, repairs or redecoration of any kind to the Property without prior written permission of Management, provided, however, that notwithstanding such consent, Tenant agrees that all alterations including, without limitation, any items affixed to the Property, shall become the property of Management upon the termination of this Agreement. This includes, but is not limited to, ceiling fans, mini blinds, carpeting, fencing, lighting fixtures, shrubs, flowers, etc. Removal of these items shall be considered theft subject to civil and criminal prosecution.

         **11. SMOKE DETECTORS:** Tenant acknowledges the presence of a working smoke detector in the premises, and agrees to test the detector weekly for proper operation, and further agrees to replace any batteries (if so equipped) when necessary. Tenant further acknowledges that he/she understands how to test and operate the smoke detector in this Property. Tenant also agrees to repair or replace any inoperative smoke detector immediately should it fail to operate properly during any test.

         **12. RULES AND REGULATIONS:**

- (a) **Locks and Burglar Alarms:** Tenant is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Property without written permission of Management. If the addition or changing of such lock is permitted, it is mandatory that Tenant shall immediately provide Management with keys to such locks. Tenant is prohibited from installing a burglar alarm, changing or in any way altering any existing burglar alarm installed on the Property without written permission of Management. If the installation or changing of such burglar alarm is permitted, it is mandatory that Tenant shall immediately provide Management with all codes to such burglar alarm. Tenant agrees that Management is not liable for any unauthorized entry into dwelling of any kind whatsoever.
- (b) **Utilities:** Tenant is responsible for payment of all utilities, to include water, sewage, garbage collection, cable TV, electricity, gas, local telephone service; even if the bills remain in Management's name. Failing to pay the utility bills will be interpreted as a default and a violation of this Agreement. Any installation costs are the responsibility of Tenant. Any wall jacks, telephone or cable installation shall remain with the Property.
- (c) **Telephones:** Tenant shall obtain a home telephone and must supply Management with home and work telephone numbers immediately and agrees to immediately notify Management of any change of numbers during the term of this Agreement.
- (d) **Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk, shall be stored on the Property. Any storage shall be at Tenant's risk and expense, Management shall not be responsible for any loss or damage.
- (e) **Walls:** 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 the Property.
- (f) **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE:** Tenant agrees to keep the Property in a clean and

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sanitary condition, and to remove any trash or rubbish as it accumulates.

- (g) **Pest control:** Tenant agrees to provide pest control as needed. Any infestation shall constitute a default of this Agreement.
- (h) **Furnace maintenance:** Tenant shall change furnace filter(s) monthly during the heating/cooling season.
- (i) **Smoke alarm:** Tenant shall keep smoke alarm(s) and fire extinguisher (if provided) in working order including replacing the battery as needed. Tenant accepts any liability associated with the use and upkeep of all such devices and understands how to and agrees to test same.
- (j) **Kerosene Heaters and Appliances:** Tenant agrees not to use any form of Kerosene space heater in the dwelling.
- (k) **Vehicles:** Vehicles shall **NOT** be parked on lawn at any time. Non-operative vehicles are not permitted on Property. Any such non-operative vehicle may be removed by Management at the expense of Tenant, for storage for public or private sale, at Management's option, and Tenant shall have no right of recourse against Management thereafter.

\_\_\_\_\_ **13. PROPERTY LOSS & LIABILITY:** Management shall not be liable for damage, theft, vandalism, or other loss of any kind to Tenant's personal property or the personal property of Tenant's family members or guests. Management shall not be responsible or liable for any injury, loss or damage to any person or property of Tenant or any other person.

**14. RENTERS INSURANCE:** Tenant agrees to purchase comprehensive insurance, known as a Renter's Insurance Policy, against all perils, including but not limited to insurance on personal property or property of other persons from protection of loss due to or caused by theft, vandalism, bursting or breaking pipes, by or from fire, windstorm, hail, flooding, leakage, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the Property. Said policy shall include liability coverage of \$300,000 minimum.

\_\_\_\_\_ **15. LEAD AND/OR ASBESTOS CONTAINING MATERIALS:** If Property was constructed prior to 1980 it may contain lead and/or asbestos containing materials. This shall serve as constructive notice that this Property was constructed in approximately 19\_\_\_\_. Tenant may have Property tested for lead and/or asbestos levels prior to occupancy. Should Tenant determine that the levels of lead or asbestos are unacceptable to Tenant, Tenant may void this Agreement prior to taking possession of Property, but not later than three (3) days after entering into this Agreement with Management. Tenant herewith acknowledges receipt of the Federal Pamphlet *Protect Your Family From Lead in Your Home* and the Lessor's disclosure form attached hereto and made a part hereof by reference.

**16. NO ASSIGNMENT OR SUBLETTING:** Continued occupancy of the premises is a requirement. Tenant may not sub-let Property or assign this Agreement without the prior written consent of Management. Any subletting, if granted, shall not release Tenant from their obligations outlined herein.

**17. FIRE:** If the Property is made uninhabitable by fire or other casualty, not the fault of Tenant, this Agreement shall be voidable by either party.

**18. HOLDING OVER:** Should the Tenant hold over on the Property after expiration of the term of this Agreement 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. There shall be no renewal of this Agreement by operation of law.

**19. RIGHT OF ACCESS:** Management may enter the Property without notice to Tenant for inspection and maintenance during reasonable hours. Management shall attempt to notify Tenant of the need for access, but has no obligation to do so. If locks have been changed without providing Management with a key, Management may forcibly enter without being liable for damage or unlawful entry. In case of emergency, Management may enter at any time. During the last sixty (60) days of occupancy, or upon notification of intent to vacate, Management may place a sign on the Property and/or may install a lock-box and show the Property during reasonable hours. Management will attempt to notify Tenant, but has no obligation to do so.

**20. DEFAULT BY TENANT:** Should Tenant fail to pay any rent or other charges as and when due hereunder, or if Tenant abandons the property or fails to perform any of its obligations hereunder, Management, at its option, may terminate all rights of Tenant hereunder, unless Tenant, within 24 hours after notice thereof, shall cure such default. If Tenant abandons or vacates the Property, while in default of the payment of rent, Management may consider any property left on the Property to be abandoned and may dispose of same in any manner allowed by law, without responsibility or liability therefor. All personal property at the Property is hereby subject to a lien in favor of Management for payment of all sums due hereunder, to the maximum extent under law. Upon the adjudication of Tenant in Bankruptcy, or if any facts contained in Tenant's application are untrue or misleading, then, upon the happening of any of said events, Tenant shall be in default hereunder and Management may, at its option, immediately terminate this Agreement by written notice to Tenant. In the event of a default by Tenant, Management may elect to (i) continue this Agreement and enforce all of Management's rights and remedies hereunder, including the right to recover the rent as it comes due, or (ii) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages Management may incur by reason of the breach of this Agreement, including the cost of recovering the Property, and including the worth at the time of termination, or at the time of an award should a 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 Tenant proves could be reasonably avoided.

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**21. ABANDONMENT:** Anytime the Property is left unoccupied for more than seven (7) days while rent remains unpaid without notice to Management, Management may consider the Property abandoned. Management may, at its option, declare this Agreement forfeited and re-rent said premises without any liability whatsoever. Tenant shall be obligated to pay based on the balance of the rental agreement or the early termination requirement, whichever is greater. If Tenant removes or attempts to remove any personal property from the premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, Management shall have the right, without notice, to obtain an injunction to stop removal as Management has an attachment interest in the personal belongings of the non-paying Tenant. Management shall also have the right to remove, store or dispose of any of Tenant's personal property remaining on the premises after the termination of this agreement. Any such personal property shall be considered Management's property, and title thereto shall vest in Management.

**22. CROSS DEFAULT:** If Tenant has entered into any other agreements concerning Property and Tenant defaults on any provisions of those agreements, then this Agreement shall also be considered in default and, at the option of Management, this Agreement may be voided.

**23. EVICTION:** If rent has not been paid when due, then Management shall automatically and immediately have the right to assert all legal and contractual remedies to enforce this Agreement and, without limitation to any other remedy, may take out a Dispossessory Warrant and have Tenant and any other occupants and all possessions evicted and removed from Property. Should Tenant answer said Dispossessory Warrant, Tenant hereby agrees to pay into the registry of the trial court all monies contained on said Dispossessory Warrant plus all rents due through the court date. Whenever, under the terms hereof, Management is entitled to possession of the Property, Tenant will surrender same to Management in as good condition as at present, ordinary use and wear excepted, and Tenant will remove all of Tenant's effects therefrom, and Management may forthwith re-enter Property and repossess thereof and remove all persons and effects therefrom using such force as necessary without being guilty of forcible entry or detainer, trespass or other tort. Tenant is hereby advised that if such action is necessary, a judgment may be rendered against Tenant for full damages including rent, eviction costs, and any additional costs. Tenant shall also be responsible for the early termination fees as contained in paragraph 7 of this Agreement. If said costs are not paid as ordered, monies may be collected through garnishment against wages and judgments may be recorded with credit bureaus and may be assigned to a collection agency for collection with said costs of collection being the responsibility of Tenant.

**24. FAILURE OF MANAGEMENT TO ACT:** Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation, nor shall any acceptance of a partial payment of rent be deemed a waiver of Management's right to full amount.

**25. REMEDIES CUMULATIVE:** All remedies under this Agreement or by law or equity shall be cumulative. In the event that either Management or Tenant brings legal action to enforce the terms hereof or relating to the rental Property, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees. In the event a collection agency becomes necessary to collect any accounts due on this Agreement, Tenant agrees to pay said commission. If any term or provision of this Agreement or application thereof to any person shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

**26. NO ESTATE IN LAND:** This Agreement shall create the relationship of landlord and tenant between Management and Tenant; no estate shall pass out of Management; Tenant has only a usufruct and not an estate for years.

**27. MORTGAGEE'S RIGHTS:** Tenant's rights under this Agreement shall be subject to any bonafide mortgage or deed to secure debt which is now or shall hereafter be placed on Property.

**28. MANAGEMENT'S PERMISSION OR CONSENT:** If any provision of this Agreement requires the written permission or consent of Management as a condition to any act of Tenant, such written permission or consent may be granted or withheld in the sole discretion of Management and/or may contain such conditions as Management deems appropriate and shall be effective only so long as Tenant complies with such conditions. Moreover, any written permission or consent given by Management to Tenant may be modified, revoked, or withdrawn by Management at any time, at Management's sole discretion, upon written notice to Tenant.

**29. NOTICES:** Any notice required by this Agreement, except as otherwise set forth shall be in writing and shall be deemed to be given if delivered personally or mailed via first class mail.

- (a) If to Tenant, to the Property or the last known address of Tenant;
- (b) If to Management, to the address as contained in Paragraph 3.

**30. ACCURACY AND RESPONSIBILITY:** Management has relied upon the information contained in Tenant's application to enter into this Agreement. Tenant warrants that their rental application is true, complete and accurate. Tenant agrees that if he/she has falsified any statement in the rental application, Management has the right to terminate this Rental Agreement immediately and further agrees that Management shall be entitled to retain any performance fee and any prepaid rents as fair and just liquidated damages. Tenant further agrees in the event Management exercises its option to terminate this Rental Agreement, he/she will remove him/herself, family and possessions from the Property within 24 hours of notification by Management. Tenant further agrees to

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indemnify Management for any damages to Property including, but not limited to, the cost of making residence suitable for renting to another Tenant, and waives any right of "set-off" for the performance fee and prepaid rents which shall be forfeited as fair and just

liquidated damages. It is expressly understood that this Agreement is between Management and each Tenant, whom shall always be jointly and severally liable for the performance of every agreement and promise made herein. In the event of default by any one Tenant, each and every remaining Tenant shall be responsible for timely payment of full rent and all other provisions of this Agreement.

**31. INDEMNIFICATION:** Management shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Property, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Management, his agents, or his employees. Tenant does hereby indemnify, release, and save harmless Management and Management 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 Agreement or the use of this Property and premises.

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

**33. GENDER:** All references to Tenant herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context of this Agreement may require.

**34. ENTIRE AGREEMENT:** This Agreement and any attached addendum constitutes the sole and entire Agreement between the parties and no representation, promise, or inducement not included in this Agreement, oral or written, shall be binding upon any party hereto. Attachments: Move-in Inspection Report; EPA Lead Paint Disclosure; EPA Lead Paint Pamphlet; Other

**35. SPECIAL STIPULATIONS:** The following stipulations shall control in the event of conflict with any of the foregoing:

**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. If this Agreement is not signed by all the Tenants named herein and/or on rental application, the one(s) signing warrants that he or she has the authority and is acting as agent to sign for the other.

\_\_\_\_\_(SEAL)  
TENANT (Print Name)\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Social Security Number:

\_\_\_\_\_(SEAL)  
TENANT (Print Name)\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Social Security Number:

\_\_\_\_\_(SEAL)  
TENANT (Print Name)\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Social Security Number:

\_\_\_\_\_  
MANAGEMENT (Authorized Representative)

**Tenant's Initials** \_\_\_\_\_

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT**

If not fully understood, please seek the advice of an attorney before signing.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND 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 taken care of 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 lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure (initial):**

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint are present in the housing (explain).

\_\_\_\_\_

Lessor has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.

\_\_\_\_\_ (b) Records and reports made available to the lessor (check one below):

Lessor has provided lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

\_\_\_\_\_

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial):**

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

**Agent's Acknowledgment (initial):**

\_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy:**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor: \_\_\_\_\_

Lessor: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Lessor: \_\_\_\_\_

Lessor: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agent: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Initials \_\_\_\_\_



Tenant's Initials \_\_\_\_\_