

**DON REINKE, MEMBER,  
RESTORE SAVANNAH DEVELOPMENT, LLC  
3 SEDGBANK RD SAVANNAH, GA 31404  
PH (912) 236-5517 | FAX (912) 232-0447**



**LEASE AGREEMENT**

THIS LEASE, BY AND BETWEEN: RESTORE SAVANNAH DEVELOPMENT (LANDLORD) AND

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JOINTLY AND SEVERALLY, "TENANT" ENTERED INTO THIS \_\_\_\_\_ OF \_\_\_\_\_ 20\_\_\_\_ IS A  
BINDING AND LEGAL CONTRACT BETWEEN THE TWO PARTIES

WHO ARE BOUND BY THE TERMS, WRITTEN OR ORAL IS PART OF THIS LEASE AGREEMENT. NO  
OTHER TERMS WRITTEN OR

ORAL ARE PART OF THIS AGREEMENT.

**AS EVIDENCE** OF THE TENANT'S COMMITMENT TO THIS LEASE AGREEMENT AND ITS FAITHFUL PERFORMANCE OF ALL TERMS AND OBLIGATIONS HEREIN, A SECURITY DEPOSIT IN THE AMOUNT OF (\$ \_\_\_\_\_) \_\_\_\_\_ DOLLARS IS TENDERED TO THE LANDLORD.SAID SECURITY DEPOSIT SHALL BE HELD BY THE LANDLORD FOR THE FULL DURATION OF THE LEASE WITHOUT INTEREST AND MAY BE KEPT PARTIALLY OR IN TOTAL BY THE LANDLORD IN THE EVENT OF A BREACH OF THE LEASE OR TO OFFSET DAMAGES TO THE PREMISES, AS DETERMINED BY THE LANDLORD IN HIS SOLE OPINION. TENANT NAY NOT USE THE SECURITY DEPOSIT FOR THE LAST MONTHS RENT, IF THE TENANT PERFORMS FAITHFULLY ALL THE CONDITIONS OF THIS LEASE THEN THE LANDLORD WILL RETURN TO THE TENANT THE BALANCE OF THE SECURITY DEPOSIT, SHOULD ANY AMOUNTS BE DEDUCTED FOR REPAIRS OR OFFSETS TO EXPENSES, WITHIN 30 DAYS AFTER THE TENANT'S VACANCY OF THE SPACE AT THE END OF THE TERM OF THE LEASE, HAVING LEFT THE PREMISES IN AS GOOD A CONDITION AS THEY WERE FOUND WHEN LEASED. TENANTS ARE OBLGATED FOR FULL TERM OF LEASE SHOULD TENANT WISH TO VACATE EARLY CONTACT LANDLORD IMMEDIATELY..

**1 TERM:** THE TERM OF THIS LEASE SHALL COMMENCE ON \_\_\_\_\_, 20\_\_\_\_,  
AND CONTINUE UNTIL \_\_\_\_\_, 20\_\_\_\_\_.

**2 RENT:** RENT SHALL BE \$ \_\_\_\_\_ PER MONTH, PAID IN ADVANCE WITHOUT DEMAND ON THE FIRST DAY OF EACH MONTH TO THE LANDLORD (THE DUE DATE). IN THE EVENT RENT IS NOT PAID BY THE FIFTH (5TH) OF THE MONTH, TENANT AGREES TO PAY A LATE CHARGE OF (\$50.00) FIFTY DOLLARS PLUS (\$5.00) FIVE DOLLARS FOR EVERY DAY LATE THEREAFTER UNTIL THE RENT AND LATE CHARGES ARE PAID IN FULL. THE TENANT MUST PAY THESE FEES WITH THEIR RENT FOR THAT MONTH. **THESE FEES ARE NOT TO BE OFFSET BY THE SECURITY DEPOSIT.** THE LATE CHARGE PERIOD IS NOT A GRACE PERIOD. ANY UNPAID BALANCES REMAINING AFTER TERMINATION OF OCCUPANCY ARE SUBJECT TO 1.5% INTEREST PER MONTH OR THE MAXIMUM ALLOWED BY LAW.

**3 USE, ORDINANCE, AND STATUTES:** IT IS AGREED AND UNDERSTOOD THAT THE PREMISES WILL BE USED ONLY AS A RESIDENTIAL APARTMENT. ONLY THOSE PERSONS WHO'S NAME

APPEAR ON THE LEASE ARE AUTHORIZED TO RESIDE ON THE PREMISES. TENANTS SHALL COMPLY WITH ALL STATUTES, ORDINANCES, AND REQUIREMENTS OF ALL MUNICIPAL, STATE, AND FEDERAL AUTHORITIES NOW IN FORCE, OR WHICH MAY HEREAFTER BE IN FORCE, PERTAINING TO THE USE OF THE PREMISES.

**4 ACCEPTANCE, MAINTENANCE, REPAIRS, OR ALTERATIONS:** BY THE TENANT'S SIGNATURE ON THIS LEASE THE TENANT DOES ACKNOWLEDGE THAT THE PREMISES ARE FULLY AND COMPLETELY ACCEPTABLE AS IS AND THAT THERE ARE NO FURTHER IMPROVEMENTS OR REPAIRS REQUESTED OR REQUIRED. TENANT IS RESPONSIBLE FOR CHANGING THE FILTER FOR THE HEATING AND AIR CONDITIONING EVERY (30) THIRTY DAYS OR THE TENANT SHALL BE RESPONSIBLE FOR DAMAGES OCCURRING TO THE HVAC SYSTEM. TENANT SHALL, AT HIS OWN EXPENSE, REPLACE FILTER AND RELATED SERVICING RELATED ITEMS, AND AT ALL TIMES, MAINTAIN THE PREMISES IN A CLEAN AND SANITARY MANNER INCLUDING ALL EQUIPMENT, APPLIANCES, HVAC SYSTEM, FURNITURE AND FURNISHINGS THEREIN AND SHALL SURRENDER THE SAME, AT TERMINATION HEREOF, IN AS GOOD CONDITION AS RECEIVED. TENANT SHALL BE RESPONSIBLE FOR DAMAGES CAUSED BY HIS NEGLIGENCE AND THAT OF HIS FAMILY OR GUESTS. TENANT RESPONSIBLE FOR PLUMBING BACKUPS UNLESS NOT CAUSED BY TENANT.

**5 ASSIGNMENTS AND SUBLETTING:** THE TENANT HAS NO RIGHTS OF SUBLETTING AND SHALL IN NO WAY NEGOTIATE, HYPOTHECATE, OR OTHERWISE BARGAIN IN ANY WAY USE OF THE PREMISES TO OTHERS. CONTACT LANDLORD

**6 DAMAGES TO THE PREMISES:** IF THE PREMISES ARE SO DAMAGED BY FIRE OR FROM ANY OTHER CAUSE AS TO RENDER THEM UNTENANABLE AS AGREED TO BY BOTH PARTIES. THEN SUCH AGREEMENT SHALL TERMINATE THIS LEASE AS OF THE DATE ON WHICH SUCH IS AGREED. IF THIS LEASE IS NOT TERMINATED, THE LANDLORD SHALL PROMPTLY REPAIR THE PREMISES AND THERE SHALL BE A PROPORTIONATE DEDUCTION OF RENT UNTIL THE PREMISES ARE REPAIRED AND READY FOR TENANT'S OCCUPANCY. THE PROPORTIONATE REDUCTION SHALL BE BASED ON THE EXTENT TO WHICH THE MAKING OF REPAIRS INTERFERES WITH THE TENANT'S REASONABLE USE OF THE PREMISES.

**7 PERSONAL PROPERTY INSURANCE:** THE LANDLORD DOES NOT PROVIDE INSURANCE ON TENANT'S PERSONAL PROPERTY; THEREFORE, TENANT IS ADVISED TO OBTAIN COVERAGE FOR HIS OWN PROTECTION.

**8 ENTRY AND INSPECTION:** THE LANDLORD SHALL HAVE THE RIGHT TO ENTER THE PREMISES: A) IN CASE OF EMERGENCY; B) TO MAKE NECESSARY OR AGREED REPAIRS, DECORATIONS, ALTERATIONS, IMPROVEMENTS. SUPPLY NECESSARY OR AGREED SERVICES, EXHIBIT THE SURRENDERED PREMISES TO PROSPECTIVE OR ACTUAL PURCHASERS, MORTGAGEES, TENANTS, WORKERS, AND CONTRACTORS OR C) WHEN TENANT HAS ABANDONED OR SURRENDERED THE PREMISED. TENANT WILL BE GIVEN 24 HOURS VERBAL NOTICE OF THE LANDLORD'S NEED TO ENTER, EXCEPT IN AN EMERGENCY. **THIRTY DAYS (30) BEFORE THE LEASE EXPIRES, THE APARTMENT CAN BE SHOWN ON A 4-HOUR NOTICE TO BUYER OR TENANT PROSPECTS.** OWNER HAS THE RIGHT OF IMMEDIATE ENTRY IN THE EVENT OF EMERGENCY OR THE SUSPICION OF EMERGENCY IN THE LANDLORD'S SOLE OPINION.

**9 DEFAULT:** IF TENANT SHALL FAIL TO PAY RENT WHEN DUE. OR PERFORM ANY CONDITION HEREIN, THE LANDLORD WILL HAVE THE RIGHT OF IMMEDIATE RE-ENTRY AND MAY WITHOUT TERMINATING THIS LEASE SOLICIT FOR AND CONTRACT WITH OTHERS AS NEW TENANTS FOR THE PREMISES. THE TENANT, AS IDENTIFIED HEREIN, SHALL LOSE HIS SECURITY DEPOSIT IN FULL IN SUCH EVENT AND SHALL BE RESPONSIBLE FOR ANY AND ALL AMOUNTS OF RENT OUTSTANDING, ANY LATE CHARGES. THE COST OF ANY REPAIRS, AND THE COST OF ANY AND ALL LEGAL AND COURT COSTS ASSOCIATED WITH COLLECTING THESE AMOUNTS DUE. IF THE TENANT ABANDONS THE PREMISES (VACATES THE PROPERTY) WHILE IN DEFAULT UNDER THE TERMS OF THIS LEASE, THEN THE LANDLORD MAY CONSIDER ANY PROPERTY LEFT ON THE PREMISES TO BE ABANDONED AND MAY DISPOSE OF THE SAME IN ANY MANNER SO DESIRED KEEPING ANY PROCEEDS. IN THE EVENT OF BREACH BY TENANT, THE LANDLORD MAY ELECT TO A) CONTINUE THE LEASE IN EFFECT AND ENFORCE ALL RIGHTS AND REMEDIES AVAILABLE AT LAW AND IN EQUITY, AS HEREIN RESERVED, AND RECOVER FROM TENANT ALL DAMAGES THE LANDLORD MAY INCUR BY REASON OF THE BREACH.

FOR THE **TENANT(S): LANDLORD:**

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**11. CURTAINS / DRAPES / BLINDS:** THE TENANT SHALL AT HIS OWN EXPENSE INSTALL WINDOW COVERINGS OF ACCEPTABILITY TO THE LANDLORD. WHITE IS THE ONLY ACCEPTABLE WINDOW COVERING COLOR. (IN FRONT)

**12. NOTICE:** ANY NOTICE BY EITHER PARTY TO THE OTHER SHALL BE IN WRITING. DATE OF POSTMARK SHALL CONSTITUTE DATE OF DELIVERY. NOTICE NEED ONLY BE SENT TO ONE TENANT WHERE MORE THAN ONE TENANT OCCUPIES THE PREMISES.

**13. SEVERABILITY:** IF ANY PROVISION OF THIS LEASE SHALL BE DECIDED IN VALID OR UNENFORCEABLE, THE REMAINDER OF THE LEASE SHALL CONTINUE IN FULL FORCE AND EFFECT.

**14. ENTIRE AGREEMENT:** THIS LEASE, TOGETHER WITH THE LEASING APPLICATION WHICH MAY OR MAY NOT BE ATTACHED HERETO, CONSTITUTES THE ENTIRE LEASE AGREEMENT AND CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO ORAL UNDERSTANDINGS OR CONDITIONS, AND NEITHER PARTY HAS RELIED UPON ANY REPRESENTATION, EXPRESS OR IMPLIED, NOT CONTAINED IN THIS LEASE. THIS LEASE CANNOT BE CHANGED OR SUPPLEMENTED EXCEPT BY AN AGREEMENT IN WRITING AND SIGNED BY BOTH PARTIES.

**15. ACKNOWLEDGMENT:** I CERTIFY THAT I HAVE READ OR HAVE HAD READ TO ME, ALL OF THE ABOVE LEASE CONDITIONS. I AGREE TO THE CONDITIONS AND TERMS HAVE THIS LEASE AND BIND MYSELF TO THEM BY MY SIGNATURE.

**16. PORCHES, COURTYARDS, AND SIDE YARD:** ALL PORCHES AND ANY YARDS MUST BE MAINTAINED AND KEPT CLEAR OF ALL DEBRIS. ABSOLUTELY NO BIKES, BOXES, OR OTHER STORAGE MATERIALS MAY BE USED IN THESE AREAS UNLESS APPROVED IN WRITING BY THE LANDLORD. ABSOLUTELY NO OUTDOOR YARD SALES IN THE YARD OR ON THE PORCHES IS PERMITTED. USE ASHTRAYS ON PORCH EXCESSIVE DEBRIS AND CIGARETTE BUTTS IN YARD MAY RESULT IN FINES OF \$50.00 PER OCCURRENCE.

**20. PET DEPOSITS:** A NON-REFUNDABLE PET DEPOSIT OF \$ \_\_\_\_\_ IS ACKNOWLEDGED AS PAID IN FULL AT THE TIME OF THE EXECUTION OF THIS LEASE. IF IN THE SOLE OPINION OF THE LANDLORD ANY PET IS FOUND TO BE UNACCEPTABLE AS AN OCCUPANT OF THE PREMISES THEN THE TENANT AGREES TO HAVE THE PET REMOVED WITHOUT BEING RELEASED FROM THE TERMS AND CONDITIONS OF THIS LEASE. ANY PET OBTAINED DURING PERIOD OF OCCUPANCY WITHOUT PRIOR CONSENT OF LANDLORD MAY LEAD TO LOSS OF DEPOSIT AND TERMINATION OF LEASE.

**21. UTILITIES:** TENANT SHALL BE RESPONSIBLE FOR THE COST OF ALL UTILITIES, CONNECTIONS, HOOK-UPS, INSTALLATIONS, AND MONTHLY COSTS AS USED ON SAID PREMISES DURING HIS OCCUPANCY OF THE SPACE. FURTHER, BEFORE TENANT SHALL HAVE OCCUPANCY OF THE SPACE HE SHALL HAVE ALL APPLICABLE UTILITIES PLACED IN HIS NAME AND GIVE EVIDENCE OF SUCH TO THE LANDLORD BEFORE TAKING POSSESSION.

**22. INDEMNIFICATION:** TENANT AGREES TO HOLD HARMLESS THE LANDLORD AND HIS AGENTS AGAINST ANY AND ALL SUITS OR LEGAL ACTIONS WITH REGARD TO THIS LEASE AGREEMENT.

**23. QUIET ENJOYMENT MUST BE OBSERVED. YOU GET ONE WARNING**

THIS LEASE AGREEMENT IS HEREBY AGREED TO BY ALL PARTIES AS ACKNOWLEDGED BY THEIR SIGNATURES BELOW:

**24. BAD CHECKS: \$50.00**

**25. LEASE RENEWS AUTOMATICALLY FOR ANOTHER YEAR UNLESS 30 DAYS NOTICE IS GIVEN.**

TENANT(S): \_\_\_\_\_

SOC. SEC, #s \_\_\_\_\_

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\_\_\_\_\_

LANDLORD: \_\_\_\_\_

FOR RESTORE SAVANNAH DEVELOPMENT, LLC