

RENTAL AGREEMENT

1. LEASE. This lease made and occupancy taken this ____ day of _____, 20____. Hancock Properties hereinafter designated as "Landlord" and _____ jointly and severally as "Tenant(s)".

2. LEASED PREMISES. Witnesseth, that said Landlord, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by said Tenant(s) does hereby demise, let and lease unto said Tenant(s) the following described premises known as dwelling _____ in the sub-division known as _____ located in _____ COUNTY, _____, GEORGIA _____ and all appurtenances thereunto belonging, including any carpet, appliances, and mechanical equipment now located in said premises.

3. TERM. To have and to hold the same to Tenant(s) for and during the term of ____ months beginning on the ____ day of _____, 20____, and ending on the ____ day of _____, 20____, under and pursuant to the agreement, covenants, terms and conditions which are hereby agreed to by Landlord and Tenant(s) and hereinafter set forth. (see paragraph 8 & 10)

4. RENT. Lease unto the Landlord for rent of said premises for said term, the total sum of \$_____ by check or money order payable in monthly installments of \$_____, in advance on the first day of each month. If Tenant(s) moves into said premises prior to _____, his prorated rent for ____ days shall be \$_____. The first full months rent shall be due _____. All rent shall be payable without prior notice or demand at 160 Fawn Drive or such other place as Landlord may from time to time designate. Tenant(s) shall not be considered in default under the terms of this lease if the monthly installments of rent are paid on or before the fifth day of the month. A LATE FEE of 10% shall be incurred on all charges paid after the fifth day of the month. NO EXCEPTIONS. Late fees are due at the time of payment. Failure to pay rent by the 5th will result in a dispossessory warrant being filed with the Magistrate Court. Such a warrant will be filed without notice. Any payment made to Hancock Properties will be applied to the oldest charge first.

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5. BAD CHECKS. Tenant(s) agrees to pay \$25.00 non-sufficient funds fee to Landlord for each returned check. After one check is returned, the Landlord may elect to terminate the lease or may require that the amount then due and all monies subsequently coming due hereunder be paid in the form of money order or cashier's check.

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6. RESERVATION/SECURITY DEPOSIT. The Tenant(s) has paid this date or within the past thirty (30) days, a reservation deposit in the sum of \$_____, receipt of which is hereby acknowledged by Landlord (if check subject to clearance). This reservation deposit is for the purpose of reserving the residence before move-in. After move-in, the reservation deposit becomes a security deposit for the purpose of securing the performance of each and every covenant and agreement required to be performed by the Tenant(s) under this Rental Agreement. Landlord shall have the right, but not the obligation, to apply the security deposit in whole or in part toward payment of any unpaid rent or other amounts due because of any unperformed covenant or agreement by Tenant(s), in the manner provided by law, but such application shall in no way relieve Tenant(s) from liability to Landlord Which exceeds the amount of the security deposit. Reservation/Security Deposits are held in Escrow at Athens First Bank and Trust Account No. 0354406057.

INITIAL HERE _____

7. USE OF PREMISES. To use and occupy said premises for a single-family dwelling and for no other purpose whatsoever, and the Tenant(s) warrants and certifies that his family is composed of (list names):

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Tenant(s) will occupy and use the premises during the term as a private residence and for no other purpose. Tenant(s) agrees that Tenant(s) shall not keep any roomer, lodgers, or boarders, or carry on any trade, profession, school, course of instruction or entertainment, or teach instrumental or vocal music, dramatics, gymnastics or dancing on the premises.

Tenant(s) shall not make or permit any use of premises, which directly or indirectly is forbidden by public law, ordinance or government regulations, or which is dangerous to life, limb, or property, or which will or tends to injure the reputation of the premises or the buildings, or which will be offensive or obnoxious to any tenant of the building or residents of the neighborhood, or which may invalidate or increase the premiums cost of insurance carried on the building or covering its operation.

8. TAKING POSSESSION. The taking possession of the premises by Tenant(s) shall be conclusive evidence against Tenant(s), that the premises and the building of which the same form a part were in good and satisfactory condition for the quiet and comfortable enjoyment of Tenant(s) at the time such possession was so taken.

9. CONDITION OF PREMISES AND SUBORDINATION. A Move-In* Inventory and Condition form for the apartment, fixtures, and/or furniture will be given to Tenant(s) upon move-in. Tenant(s) shall use reasonable diligence in care of the apartment. Tenant(s) shall not make any alterations of Landlord's property or fixtures without written consent of Landlord's representative, no holes shall be drilled into the walls, woodwork or floors; and no antenna installations or wall photos or changes of locks or additional locks shall be permitted except by Landlord's written permission. Tenant(s) shall not remove Landlord's fixtures, furniture and/or furnishings from the apartment for any purpose.

When moving out, Tenant(s) agree to surrender apartment in the same condition as when received, reasonable wear and tear expected. This includes returning multiple phone lines to the original configuration. Apartment carpet must be professionally steamed cleaned by Tenant(s) when he or she moves out.

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*Tenant(s) shall be given eight (8) days to return this form to the Landlord, after this time period if the inventory form is not returned to the Landlord, Tenant(s) waives his own right to make any claims. **No deposit will be refunded unless the resident upon move-in and move-out signs this sheet.**

10. NOTICE REQUIREMENTS. Tenant(s) must fulfill the full term of this Rental Agreement. So long as Tenants are not in default hereunder, Tenants shall have the option to extend the terms and conditions of this rental agreement for one additional period of 12 months beyond the term of this Rental Agreement PROVIDED HOWEVER that in order to exercise said option, Tenants must provide notice to the Landlord in writing of their intent to exercise such option by no later than 90 days prior to the expiration of the term of this Rental Agreement. All Tenants under this Rental Agreement must exercise this option to extend. If Tenants choose not to extend this Rental Agreement, Tenants will make provisions for the apartment to be pre-leased by the Management Company.

INITIAL HERE _____

11. REIMBURSEMENT BY TENANT(S). Tenant(s) agrees to reimburse Landlord promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Tenant(s), his agents, family or guests. Tenant(s) shall be responsible for any damage resulting from windows or doors being left unlocked or open. Such reimbursement, late payment charges, returned check charges, or other sums due by Tenant(s), shall not be deemed a waiver thereof; and Landlord may demand it at any time, including move-out.

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12. RELEASE OF TENANT(S). Tenant(s) will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of co-Tenant(s)s, bad health, voluntary enlistment in the armed services, or any other reasons. However, if Tenant(s) secures a replacement satisfactory to Landlord's representative, Tenant(s)'s liability for future rentals will be reduced by the amount of rents actually received from such replacement.

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13. RIGHT TO ACCESS. Landlord reserves the following rights: (a) to enter the premises or any part thereof at all reasonable hours for inspection, repairs, alterations or additions, to exhibit the premises to prospective tenants, purchasers or others, to display without molestation by Tenant(s) "For Rent" and similar signs, and for any other purpose whatsoever related to the safety, protection, preservation or improvements of the premises of the building; (b) to enter the premises at any time or times during the last sixty days of the term if during or prior to that period Tenant(s) vacates the premises, to decorate, remodel, repair, alter or otherwise prepare the premises for reoccupancy; and (c) constantly to retain and use pass keys to the premises. The exercise of the Right to Access by Landlord shall never render Landlord liable in any manner to Tenant(s) or to any person in the premises.

14. LANDLORD SHALL NOT BE LIABLE for any damages or loss to person or property caused by other residents or other persons. Landlord shall not be liable for personal injury or damage or loss of Tenant(s)'s personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, or other causes whatsoever, unless same is due to the negligence of Landlord or Landlord's representative. LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE HIS OWN INSURANCE TO PROTECT HIMSELF AGAINST ALL OF THE ABOVE OCCURRENCES.

INITIAL HERE _____

15. ABANDONMENT. Tenant(s) failure to frequent the premises leased hereunder for fifteen (15) days after rent is due and unpaid shall constitute abandonment hereunder and entitle Landlord to possession in the manner provided by law.

16. TENANT(S) AS AGENTS FOR EACH OTHER. Each Tenant under this lease in executing this lease agrees that he is the agent for every other Tenant hereunder, and notice by Landlord to one Tenant as provided herein shall constitute notice to all Tenants.

17. DEFAULT BY TENANT(S). If Tenant(s) fails to pay rentals due, or if Tenant(s) fails to reimburse Landlord for damage repairs or plumbing service cost when due under this contract; or if Tenant(s) or other occupants or guest of his apartment materially and/or repeatedly violate this contract or applicable state or local laws; or, if Tenant(s) abandons the apartment, the Landlord or Landlord's representative may terminate Tenant(s) right to occupancy by giving Tenant(s) at least three (3) days notice in writing. (However, no prior written notice shall be required for filing eviction or damage suits for nonpayment of rent.) Notice may be by mail or personal delivery to Tenant(s) apartment. Such termination does not release Tenant(s) from liability for future rentals. If Tenant(s) rents are delinquent, Landlord shall not be obligated to continue utilities that are furnished and paid for by Landlord.

If Tenant(s) fails to vacate on or before the expiration date or termination date, Landlord shall be entitled to double rents for the holdover period plus attorney's fees. If Tenant(s) attempts to remove his property from the apartment in contemplation of moving therefrom prior to the end of the contract terms; then all monthly rentals which are payable during the remainder of the term shall be accelerated automatically without notice and shall be immediately due and payable. Landlord shall use diligence to relet the apartment, and all subsequent rentals received by the Landlord in mitigation of damages (less cost of reletting) shall be credited to such indebtedness and/or judgement or shall be refunded to the Tenant(s), whichever is appropriate.

In order to clear an abandon apartment, Landlord's representative may enter the premises and remove and store all property of any kind found therein. All of Tenant(s) property on the premises (except property exempt by status) is hereby subject to a contractual Landlord lien. There shall be no sale or disposition of any of the foregoing property except pursuant to the law. If Landlord prevails in any suit for eviction, for collection of rentals for unpaid charges or damages, Tenant(s) shall be liable for court cost and reasonable attorney's fees.

18. DISCONTINUANCE OF SERVICE. Landlord may discontinue any of all facilities furnished and services rendered by Landlord not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this lease.

19. MOVE-OUT PROCEDURES. Whenever Tenant(s) moves out, the notice provisions in paragraph 10 herein will be strictly enforced. If Tenant(s) moves from the premises prior to expiration date, Tenant(s) shall be subject to paragraph 9-20 hereof. Georgia Statute will govern return of the security deposit. Cleaning shall be in accordance with Landlord's written MOVE-OUT CLEANING INSTRUCTIONS. Detailed cleaning instructions will be available at the office prior to move out. Tenant(s) must arrange with Landlord's representative for prompt inspection using the MOVE-IN INVENTORY AND CONDITION FORM.

20. TIME OF DEPARTURE. On the day tenant vacates the apartment, tenant must be completely out of the apartment no later than 2:00 p.m. Anyone remaining in apartment after that time will be charged \$25.00 per hour. Persons remaining in apartment after 7:00 p.m. will be charged \$50.00 per hour.

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21. GENERAL. No oral agreements have been entered into and this agreement shall not be modified unless in writing. If actual occupancy of the premises is delayed because of construction, Landlord shall not be liable to Tenant(s) in any respect for such delay and the contract shall remain in force subject to the following (1) rentals shall be abated on a daily basis during delay, and (2) Tenant(s) may terminate by giving notice to Landlord no later than the third day of delay, whereupon Tenant(s) shall be entitled only to refund of deposit. A copy of the Rules and Regulations, a part of this contract, is attached.

22. DISCLOSURE. Margie Hancock and James G. Hancock, II hold a Real Estate License in Georgia and have an interest in the rental properties managed by Hancock Properties, Inc.

Tenants hereby consent and agree that any action to enforce any term and/or condition of the Rental Agreement may be brought in any Court in Athens-Clarke County, Georgia. Tenants hereby consent to the jurisdiction of any court in Athens-Clarke County, Georgia for purposes of any action to enforce any term and/or condition of the Rental Agreement, and Tenants hereby waive any defense of lack of personal jurisdiction or improper venue for purposes of any such action.

I, and/or we, have read and understood this agreement and the attached RULES AND REGULATIONS. It is agreed that Tenant(s) will be financially responsible for the fulfillment of the terms of this agreement.

TENANT(S)

HANCOCK PROPERTIES, BY:

VERIFICATION OF MOVE-IN INVENTORY SHEET

The signature(s) below verify that you have received a Move-In Inventory Sheet, and understand that it must be completed and returned to Hancock Properties within eight (8) days to claim any present damage.

Signature/Date

Signature/Date

Signature/Date

Signature/Date

KEY CHECK- OUT

Key #1

Key #2

Key #3

Key #4