

# Georgia Lease Agreement

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This **Lease Agreement** ("**Agreement**") is made and entered into on \_\_\_\_\_ ("**Effective Date**"), by and between the parties indicated below:

**Landlord**

**Tenant**

Landlord and Tenant may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

## 1. Property Description

Landlord hereby leases to Tenant the residential real property located at:

together with any improvements, fixtures, and appurtenances ("**Property**").

The Property is leased solely for residential purposes.

## 2. Lease Term

The lease shall commence on \_\_\_\_\_ and shall continue until \_\_\_\_\_ ("**Term**"), unless earlier terminated in accordance with this Agreement.

Any holding over by Tenant after expiration of the Term without a written renewal shall be treated as a month-to-month tenancy subject to the same terms, unless otherwise agreed in writing.

## 3. Rent and Payment Terms

Tenant agrees to pay Landlord monthly rent in the amount of \$ \_\_\_\_\_ ("**Rent**"), payable in advance on the \_\_\_\_\_ of each calendar month.

Payments shall be made via \_\_\_\_\_ to \_\_\_\_\_.

If rent is not received within \_\_\_\_\_ days after the due date, Tenant shall pay a late fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the overdue amount, whichever is applicable.

Returned or failed payments may result in an additional fee of \$ \_\_\_\_\_.

#### **4. Security Deposit**

Tenant shall pay a security deposit of \$ \_\_\_\_\_ prior to taking possession of the Property.

The security deposit shall serve as security for the faithful performance of Tenant's obligations under this Agreement. Landlord may apply the deposit to:

- Unpaid rent or charges
- Repair of damages beyond normal wear and tear
- Cleaning or restoration costs necessary to return the Property to its original condition
- The remaining balance, if any, shall be returned to Tenant within \_\_\_\_\_ days after termination of the tenancy and surrender of the Property, along with an itemized statement of any deductions.

#### **5. Possession and Condition of Property**

Tenant acknowledges that the Property has been inspected and accepted in its current condition, except as otherwise noted in a written move-in inspection report, if applicable.

Tenant shall take possession of the Property on \_\_\_\_\_.

#### **6. Use and Occupancy**

The Property shall be used exclusively as a private residence by Tenant and the following authorized occupants:

Tenant shall not:

- Use the Property for any unlawful or commercial purpose
- Engage in conduct that interferes with the rights of neighbors or violates applicable laws
- Allow unauthorized occupants to reside at the Property

## 7. Utilities and Services

Responsibility for utilities and services is allocated as follows:

Tenant shall ensure timely payment of all utilities for which Tenant is responsible.

## 8. Maintenance, Repairs, and Alterations

Tenant agrees to maintain the Property in a clean, safe, and sanitary condition and to promptly notify Landlord of any maintenance issues.

Tenant shall be responsible for:

- Damage caused by Tenant, occupants, or guests
- Minor maintenance such as light bulbs, filters, and general upkeep
- Landlord shall be responsible for maintaining the Property in a habitable condition and performing necessary repairs not caused by Tenant.

Tenant shall not make any alterations, improvements, or structural changes without prior written consent from Landlord.

## 9. Landlord's Right of Entry

Landlord may enter the Property upon reasonable notice to:

- Inspect the condition of the Property
- Perform repairs or maintenance
- Show the Property to prospective tenants, buyers, or lenders

In emergencies, Landlord may enter without prior notice.

## 10. Assignment and Subletting

Tenant shall not assign this Agreement or sublease the Property, in whole or in part, without the prior written consent of Landlord. Any unauthorized assignment or sublease shall constitute a breach of this Agreement.

## 11. Insurance and Liability

Tenant is encouraged to obtain renter's insurance to cover personal property and liability.

Landlord shall not be responsible for loss, damage, or injury to Tenant's personal property except to the extent caused by Landlord's failure to meet legal obligations.

## 12. Default and Remedies

Tenant shall be in default if Tenant:

- Fails to pay rent or other charges when due
- Violates any material provision of this Agreement
- Abandons or vacates the Property without notice

Upon default, Landlord may exercise any rights available under applicable law, including termination of this Agreement, recovery of possession, and recovery of damages.

## 13. Termination

This Agreement may be terminated under the following circumstances:

- Upon expiration of the Term
- By mutual written agreement of the Parties
- By either Party for material breach, following notice and an opportunity to cure where required

Upon termination, Tenant shall:

- Vacate and surrender the Property
- Remove all personal belongings
- Return all keys and access devices
- Leave the Property in a clean and orderly condition, subject to normal wear and tear

## 14. Notices

All notices required under this Agreement shall be in writing and delivered by hand, mail, or other agreed method to the addresses indicated in the first page of this Agreement.

## 15. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Georgia.

Any disputes arising out of this Agreement shall be resolved through negotiation in good faith. If unresolved, the Parties may pursue remedies available under applicable law.

## 16. Entire Agreement

This Agreement represents the complete understanding between the Parties and supersedes all prior agreements, negotiations, or representations relating to the Property.

## 17. Amendments

This Agreement may only be modified by a written document signed by both Parties.

## 18. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 19. Waiver

Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

## 20. Signatures

By signing below, the Parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.

**Landlord**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Tenant**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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