

Room Rental Agreement

THIS ROOM RENTAL AGREEMENT (this "Agreement") is made and entered into this _____, by and between The Johnson Property Group LLC (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant.")

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Richmond County, Georgia, such real property having the address of 1335 Blount Ave, Augusta, Georgia 30901 (hereinafter referred to as the "Property").

WHEREAS, Tenant desires to rent a room on that Property described as 1) One suite w/separate setting area and full bath (hereinafter referred to as the "Premises") from Landlord on the terms and conditions as contained herein;

WHEREAS, Landlord desires to rent the Premises to Tenant upon the terms and conditions as contained herein; and

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** The lease shall begin on March 31, 2024 (the "Commencement Date"). This lease shall continue as a week-to-week tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date. To be valid, notices to terminate must be given with the requisite notice as prescribed by the laws of the State of Georgia.
2. **PROPERTY MANAGEMENT.** The Premises are managed by Jacqueline Johnson for the Landlord (the "Property Manager.") Any questions, issues, or concerns regarding the Premises should be brought to the Property Manager. The Property Manager can be contacted during business hours by email at JacquelineJohnson@thejohnsonpropertygroupllc.com.
3. **RENT.** Under the terms of this Agreement, "Rent" is the regularly recurring financial obligation of Tenant to pay Landlord in exchange for the use and occupation of the Premises. Tenant will pay as Rent to the Landlord \$1200.00 every month for the Term of the Agreement. Rent is due on the 5th of each month and shall be considered advance payment for the month. In the event that the Commencement Date is not the 5th of the calendar month, the rent payment remitted on the Commencement Date shall be prorated based on a 30-day period. Rent is first due on 04/21/2024. Acceptable forms of payment of Rent to Landlord shall be by: direct deposit, money order, cash, cashier's check. Payment shall be made to Landlord under the following name and address:

The Johnson Property Group LLC 3070 North Main Street Kennesaw, Georgia 30144
4. **PREPAID RENT.** Upon the execution of this Agreement, Tenant shall pay to Landlord \$1200.00 of "Prepaid Rent." The Prepaid Rent will cover the following period of time: First month of rent. During that period of time, Tenant's obligation to pay Rent will be satisfied solely by the Prepaid Rent. Unless indicated otherwise, Prepaid Rent does not include any amounts owed for pet rent, utilities, or other recurring costs.
5. **NSF FUNDS.** In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord will impose a penalty of \$50.00 for each payment returned for insufficient funds or stopped payment.
6. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within 3 days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a late rent charge. The late rent charge will be \$30.00.
7. **SECURITY DEPOSIT.** The following terms set forth the understanding between Landlord and Tenant regarding the security deposit funds:
 - a. *Security Deposit.* Upon the execution of this Agreement by Landlord and Tenant, Tenant shall deposit with Landlord the sum of \$600.00, receipt of which is hereby acknowledged by Landlord, as a Security Deposit for any damage above normal wear and tear caused to the Premises during the term hereof and any other reason permitted by the laws of the State of Georgia.
 - b. *Refund.* Upon vacating the premises, Tenant must provide, in writing, a valid forwarding address. Landlord must refund the security deposit to Tenant within 30 days after the tenancy ends. If Landlord does not refund the entire amount, Landlord shall provide Tenant with an itemized list of the amounts withheld. If Tenant fails to provide a forwarding address and cannot be located, then after 90 days the security deposit becomes the property of Landlord.
8. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant for residential use only. Tenant shall not allow any other person, other than Tenant's guests to use or occupy the Premises without first obtaining Landlord's written consent to such use, which Landlord may withhold in its absolute discretion. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.
9. **OVERNIGHT GUEST POLICY.** _____
10. **FURNISHING AND APPLIANCES.** The Premises are rented furnished with the following items of furniture included: Complete bedroom set, living room set, TV in common area one set of sheets and one set of bedding.. The Premises are rented with the following appliances included: Washer and dryer. Tenant shall not remove any of the included furniture or appliances without first obtaining permission from Landlord. Theft or damage to the furniture or appliances will be remedied first through the

security deposit, and then through any other remedy Landlord has at law.

11. KEYS AND LOCKS. Landlord shall furnish Tenant with 2 sets of keys for doors entering the Premises. Additional keys will be furnished by Landlord upon an order signed by Tenant and at Tenant's expense. Such expense shall initially be 200.00 per additional key, but such amount shall be subject to adjustment upon written notice to Tenant from Landlord from time to time. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's prior written permission, and Tenant shall not make or permit to be made any duplicate keys, except those furnished by Landlord. Upon the expiration or termination of this Agreement, Tenant shall surrender to Landlord all keys to any locks on doors entering or within the Premises, along with any other keys furnished to Tenant by the Landlord.
12. MOVE-IN CHECKLIST. Tenant shall execute a Move-In Checklist before or within 5 days of the Commencement Date. The Move-In Checklist will reflect the state of the Premises at the time the Tenant begins occupying the Premises. Any repairs needed pursuant to the Move-In Checklist will be the responsibility of Landlord to remedy.
13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord, which Landlord may withhold in its absolute discretion. A consent by Landlord to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
14. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord, which Landlord may withhold in its absolute discretion. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
15. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Agreement term for any reason, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
16. RESPONSIBILITIES OF LANDLORD. Landlord shall act with reasonable diligence to: maintain fixtures, hot water, heating, and A/C equipment; substantially comply with all applicable laws regarding safety, sanitation, and fair housing; keep common areas reasonably clean (if any, and if Landlord is the proprietor of any such common areas); and make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable.
17. UTILITIES. Landlord shall be responsible for arranging for and paying for all utility services required on the Premises.
18. MAINTENANCE AND REPAIR; RULES. Tenant will, at is sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - Keep all windows, glass, window coverings, and doors in good, clean order and repair;
 - Not obstruct or cover the windows or doors;
 - Not leave windows or doors in an open position during any inclement weather;
 - Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord
 - Tenant and Tenant's guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - Keep all radios, television sets, stereos, etc., turned down to a level of sound that not annoy or interfere with other residents;
 - Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
 - Not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
19. DESTRUCTION OF PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing Landlord's rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option, in its absolute discretion, of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, which the full rent shall recommence upon completion of repairs to the Premises and the Agreement continue according to its terms.
20. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this

Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time before the expiration of this Agreement as permitted by state and local laws. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

21. SUBORDINATION OF AGREEMENT. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including but not limited to, future advances) the interest payable on such mortgages, lien or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
22. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
23. PETS. Tenant shall not be entitled to keep any animals on or within the Premises.
24. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
25. DEFENSE, INDEMNIFICATION, AND RELEASE. NEITHER LANDLORD, NOR LANDLORD'S EMPLOYEES, AGENTS, GUESTS, OR ANY OTHER PERSON ENTERING THE PREMISES WITH LANDLORD'S CONSENT (THE "INDEMNITEES") SHALL BE LIABLE FOR DAMAGE OR INJURY OF OR TO THE TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES OR TO GOODS OR EQUIPMENT OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY CLAIMS MADE AGAINST ANY OF THE INDEMNITEES BY TENANT'S GUESTS, INVITEES, OR ANY OTHER PERSON ENTERING UPON THE PREMISES IN CONJUNCTION WITH TENANT'S USE OR OCCUPANCY OF THE PREMISES. THIS DEFENSE, INDEMNIFICATION, AND RELEASE INCLUDES BUT IS NOT LIMITED TO ANY DAMAGE OR INJURY IN WHICH MAY BE INCURRED BY TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD ON THE PREMISES.
26. DEFAULT. If Landlord determines, in its absolute discretion, that Tenant is in default of this Agreement, Landlord may, in its absolute discretion, either terminate this Agreement or terminate Tenant's right to use and to occupy the Premises by providing Tenant written notice to vacate the Premises in any manner authorized by the laws of the State of Georgia. In addition, in the event of Tenant's default, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant shall remain fully liable to the Landlord for:
 - a. any lost rent and any other financial obligation imposed by this Agreement;
 - b. Landlord's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises;
 - c. repairs to the Premises for Tenant's use that are beyond normal wear and tear;
 - d. all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest and attorney's fees;
 - e. all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; and
 - f. any other recovery to which Landlord is entitled by law or in equity.
27. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may at Landlord's discretion, as agent for Tenant relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
28. ATTORNEY'S FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, or in any dispute arising out of this Agreement or Tenant's use or occupation of the Property, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
29. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
30. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia.
31. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or

unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

32. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
33. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
34. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
35. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
36. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. Tenant is not relying upon any representations made by Landlord, other than those set forth in this Agreement, it being Tenant's intent to clearly and specifically disclaim any claims of fraudulent inducement in connection with this Agreement.
37. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Jacqueline Johnson
3070 North Main Street
Kennesaw, Georgia 30144

Landlord Email: JacquelineJohnson@thejohnsonpropertygroupllc.com

Property Manager Email: JacquelineJohnson@thejohnsonpropertygroupllc.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

38. **EMERGENCY PHONE NUMBER.** In the event of an emergency related to a condition of the Premises that materially affects the physical health or safety of the Tenant, the Tenant may report the emergency by calling the following phone number 470-750-2963.
39. **WAIVER OF CLAIMS.** IN THE EVENT LANDLORD BREACHES ANY OF LANDLORD'S OBLIGATIONS UNDER THIS AGREEMENT, TENANT'S SOLE AND EXCLUSIVE REMEDY SHALL BE TERMINATION OF THIS AGREEMENT AND TENANT HEREBY EXPRESSLY AND IRREVOCABLY WAIVING ANY OTHER REMEDIES FOR LANDLORD'S BREACH, INCLUDING ANY AND ALL CLAIMS TO CONSEQUENTIAL DAMAGES CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH BY LANDLORD OF ANY OF LANDLORD'S OBLIGATIONS UNDER THIS AGREEMENT.

[Signature Page Follows]

LANDLORD

Creator Signature

Name: Jacqueline Johnson
Title: Managing company owner for The Johnson
Property Group LLC
Date: _____

TENANT

Receiver Signature

Name: _____
Date: _____

Summary of Financial Obligations Pursuant to the Room Rental Agreement

Due Upon Execution of the Agreement			
Security Deposit	\$600.00		
Prepaid Rent	\$1200.00		
Due every month			
Rent every month	\$1200.00	Annual Rent	\$14400

Room Rental Agreement

Instruction Sheet

What is it?

A room rental agreement is a contract between a landlord and tenant governing the rental of a room within real property.

Why would I use it?

Although a leasing arrangement can exist without a written agreement, creating and executing a room rental agreement will offer more protection to the landlord and the tenant. The agreement clearly defines the expectations and rights that exist between the two parties with respect to the property.

What Do I Do with this Agreement?

1) Review

- Read through the rental agreement to make sure all the information contained within is correct.
- This includes reviewing the summary of the financial obligations included after the signature page.
- Depending on local laws, the landlord may need to make additional disclosures to the tenant about the premises.

2) Execute

- After reading through the agreement, print two identical copies of the document.
- Both the landlord (or their representative) and the tenant(s) must sign the agreement on the signature page of each document.
- If the tenant has a guarantor, they must execute their guaranty agreement attached to both documents as well, unless they have already executed an independent guaranty agreement.

3) Post-Execution

- The original version of the agreement should be kept in a safe place. Each involved party should retain a copy of the agreement for their personal records.
- Before the agreement term begins, additional documents, such as the Residential Rental Checklist which documents the condition of the premises, should be executed.

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