



COMMERCIAL LEASE AGREEMENT

(Standalone Single-Tenant Building)



2025 Printing

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (Mary Huie-Jolly RE/MAX Advantage) and the undersigned Tenant (The Cherri Corp, Inc. Sherita Williams) do hereby agree as follows:

A. PRIMARY TERMS. The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

Lease. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of 11/1/2025 on the terms and conditions which are set forth below.

1. Agreement to Lease: Property Address: 8712 Tara Boulevard
Unit _____ **City** Jonesboro **County** Clayton **Georgia, Zip** 30236 ("Premises")
The legal description of the Property is attached as an exhibit hereto and incorporated herein.

2. Use: Tenant acknowledges that Tenant has inspected Premises and that it is for Tenant's intended use. The Premises shall be used for the following use: Beauty School **Current Zoning:** C-Commercial

3. Term and Possession: Lease Start Date: 11/1/2025 **Last Day of Lease ("Lease End Date"):** 10/30/2026
Tenant may terminate this Agreement without penalty if possession is not granted within 20 days of the Lease Start Date ("Approved Delay Period").

4. Rent.

a. Rent: Rent shall be payable to _____ and delivered to: _____ ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. This amount does not include taxes, insurance, maintenance and/or other additional expenses due from Tenant.

- i. Year 1 Rent \$ See Special Stip per month
- ii. Year 2 Rent (if applicable) \$ _____ per month
- iii. Year 3 Rent (if applicable) \$ _____ per month
- iv. Year 4 Rent (if applicable) \$ _____ per month
- v. Year 5 Rent (if applicable) \$ _____ per month
- vi. For terms longer than five (5) years or rent structures other than stated increases, see Special Stipulations.

b. Due Date for Rent: Rent is due by the _____ day of the month. Rent may be paid in any of the forms checked here:

☒ Check ☒ Cash ☒ Certified Check ☒ Money Order ☒ Credit Card ☒ ACH or ☐ EFT.

c. Late Date and Additional Rent for Late Payment: Rent paid after 12 P.m. on the 5th day of the month shall be late and must include additional rent of 10% ("Additional Rent for Late Payment").

d. Credit Card: If rent is paid by Credit Card, rent must include a credit card convenience fee of 4%.

e. Service Charge: Tenant shall immediately pay Landlord a service charge of \$ 50.00 ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.

5. Security Deposit. Tenant shall pay RE/MAX Advantage as "Holder" a security deposit of \$ 4,000 by: ☐ Check ☐ Cash ☒ Certified Check ☒ Money Order ☒ Credit Card ☒ ACH or ☐ EFT.

Security deposit shall be paid not later than the Lease Start Date. Landlord's signature below does not constitute receipt of the security deposit. Landlord shall provide Tenant with a receipt for the security deposit once said deposit has been paid.

6. Notice Not to Renew Lease. A party electing not to renew the Lease (so long as it has a definite term) shall be required to provide 60 days notice of the same to the other party. If the Lease becomes a month to month agreement, Landlord shall provide 60 days notice of termination, and Tenant shall provide 60 days notice of termination.

7. Subletting. No subletting of any kind is permitted except with the prior written consent of Landlord.

8. Utilities. Utilities provided by Landlord as part of rent on Premises: ☐ Water ☐ Sewer ☐ Trash Pickup ☐ Electric ☒ None
ALL OTHER UTILITIES OR SERVICES TO THE PREMISES SHALL BE THE RESPONSIBILITY OF THE TENANT.

9. Holding Over Fee. The daily fee for holding over beyond the expiration of the Lease is \$ 133.33.

10. Certain Liquidated Damages Paid By Tenant.

a. Fee to Halt Dispossession Action: The fee paid by Tenant to halt dispossession actions in certain situations as set forth elsewhere herein shall be \$ 500 ("Fee to Halt Dispossession Action") plus an Administrative Fee of \$ 50 per occurrence.

b. Denial of Access Charge: Tenant agrees to pay \$ 50 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.

11. Brokerage Relationships in this Transaction:**a. Leasing Broker is** RE/MAX Advantage **and is:**

- (1) working with Tenant as a ☐ client or ☐ customer.
(2) ☒ acting as a dual agent representing Landlord and Tenant.
(3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Tenant.

b. Listing Broker is RE/MAX Advantage **and is:**

- (1) working with Landlord as a ☐ client or ☐ customer.
(2) ☒ acting as a dual agent representing Tenant and Landlord.
(3) ☐ acting as designated agent where:

_____ has been assigned to exclusively represent Landlord.

12. Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships:

None

13. Property Taxes: All ad valorem taxes levied against the Premises shall be paid by: *[select one. The boxes not checked shall not be a part of this Lease].*

- ☒ **a.** Landlord pays all ad valorem property taxes.
☐ **b.** Tenant pays all ad valorem property taxes.
☐ **c.** Tenant pays as additional rent the amount by which all ad valorem property taxes on the Premises for each tax year exceeds the ad valorem property taxes on Premises for tax year _____.
☐ **d.** Other: _____

14. Leasehold Improvements and Alterations: Improvements and/or alterations, if any, to be performed by Landlord and/or Tenant to the Premises and the party who is paying the cost to perform the same is addressed in the Improvements and Alterations Exhibit (CF33).**15. Repairs and Maintenance:** Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.**Tenant(s) Initials** _____**Landlord(s) Initials** _____**B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.**

1. Agreement to Lease. The parties agree to enter into this Lease for the Premises. The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (a) all rules, regulations and covenants applicable thereto; and (b) the common areas being reduced, modified, altered or being made subject to further use restrictions adopted by Landlord, in its sole discretion, or any community association responsible for the same. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein.

2. Use. Tenant shall be responsible at all times to comply with all applicable laws, ordinances and regulations dealing with the use and occupancy of the Premises. Tenants shall not permit anything to be done in or about the Premises which in any way conflicts with any law, statute, ordinance, environmental requirements, governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

3. Term and Possession. If Landlord is unable to deliver possession of Premises on the Lease Start Date, rent shall be abated on a daily basis until possession is granted. Neither Owner, Landlord or Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.

4. Rent. Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing). If the Lease Start Date or the Lease End Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. Rent not paid in full by the Due Date shall be late. Landlord may, but shall have no obligation to accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

5. Security Deposit.

a. Deposit of Same: Holder shall deposit Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the Premises, the Security Deposit may be deposited in a general account, and it will be co-mingled with other funds of Holder.

b. Security Deposit Check Not Honored: In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Lease of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.

- c. **Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Lease or the surrender of Premises by Tenant, whichever occurs last; provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises except for normal wear and tear; and (6) all keys to the Premises and to recreational or other facilities, access cards and gate openers, if any, have been returned to Landlord or Manager.
- d. **Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises caused by Tenant, Tenant's employees, contractors, invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, or utility charges; (3) cleaning costs if Premises are left unclean; (4) the cost to remove and dispose of any personal property, except for fixtures that have been made a part of the Premises; and (5) late fees and any other unpaid fees, costs and charges referenced herein.
- e. **Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.

6. Notices.

- a. **Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.
 - b. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Lease becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
 - c. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
 - d. **When Broker Is Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or e-mail address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein) even if it is not opened by the recipient.
7. **Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.
8. **Utilities.** Except as provided herein, Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the end of the Lease. In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.
9. **Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Lease, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.

- 10. Certain Liquidated Damages Paid by Tenant.** It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.
- a. Fee to Halt Dispossession Action:** Landlord can file a dispossession action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossession action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossession Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossession action.
- b. Denial of Access, Right of Access, Signage:** Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure Tenant's valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.
- 11. Brokerage Relationships in This Transaction.**
- a. Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.
- b. Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.
- 12. Material Relationship Disclosure.** For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.
- 13. Property Taxes.** All ad valorem property taxes levied against the Premises shall be paid in accordance with the selection made in Section A(13).
- 14. Leasehold Improvements and Alteration.** No improvements or alterations to the Premises shall be made without the prior written approval of Landlord. Tenant agrees that all contractors and subcontractors of Tenant performing improvements and alterations shall be properly licensed, maintain general liability insurance in a single limit coverage amount of at least One Million Dollars (\$1,000,000.00) and maintain workers compensation insurance on all of their workers. Tenant shall be responsible for procuring lien waivers from each contractor performing services under this section and providing such lien waivers to Landlord. If Tenant fails to pay the lien or obtain lien waivers from contractors performing these services, then Tenant assumes all costs and responsibility of releasing such liens and such responsibility shall survive this Lease. Landlord, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.
- 15. Repairs and Maintenance.** Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

C. OTHER TERMS AND CONDITIONS

1. Default.

- a. Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
- (1) Tenant fails to abide by any of the terms and conditions of this Lease.
 - (2) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
 - (3) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
 - (4) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises.

b. Effect of Default: If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

2. Tenant's Responsibilities.

- a. Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.
- b. Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Tenant acknowledges having read the "A Brief Guide to Mold, Moisture in Your Home" found at www.epa.gov and shall follow the recommendations contained herein.
- c. Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the property Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
- d. Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

3. Rules and Regulations. Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.

- a.** No goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
- b.** Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.
- c.** Tenant shall not use the Premises or the Property for any use or purpose that constitutes a nuisance or attractive nuisance, as determined in the reasonable discretion of Landlord, or materially increases the potential liability or risk of claims against Landlord or Landlord's agents.

4. Personal Property Loss and Personal Injury; Statute of Limitations. Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the same. Landlord shall have no responsibility or liability for Tenant's personal property. Any and all claims of Tenant and other occupying the Premises pursuant to the Lease for property damage and/or personal injury sounding in breach of contract and/or tort shall be brought within one (1) year of the date of the damage and/or injury or shall be extinguished.

5. Disclaimer.

- a. General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.
- b. Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.

6. Miscellaneous.

- a. **Time of Essence:** Time is of the essence of this Lease.
- b. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- c. **Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- d. **Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- e. **Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
- f. **Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or property owners' association fees on the Property or not fulfilling the Landlord's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
- g. **Disclaimer Regarding the Lease of Certain Property:** Owner acknowledges that O.C.G.A. § 2-1-7 prohibits certain nonresident aliens, foreign persons, foreign companies and U.S. companies owned by any of the above from buying or possessing agricultural land and certain land within a ten (10) mile radius of any military base, military installation, or military airport. Owner agrees to carefully read the entirety of the above referenced Code section before contracting to lease such land. Owner should consult with legal counsel to fully understand the law. If Owner has not submitted written questions to Broker regarding the law to Broker prior to contracting to lease prohibited property, Owner acknowledges that Owner fully understands the limitations and requirements of the law, and Broker shall have no responsibility for further doing the same. In such event, Owner shall indemnify and hold Broker harmless from any and all claims, causes of action, suits and damages arising out of or relating to Owner's failure to comply with the law. Violating the law can subject Owner to civil and criminal penalties.
- h. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
- i. **Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
- j. **Signage:** Tenant shall ensure all signage complies with local ordinances and property owners' association rules, if applicable, regarding size, placement, quantity, etc.
- k. **Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- l. **No Recordation of Lease:** Without the prior written consent of Landlord, neither this Lease nor any memorandum hereof shall be recorded or placed on public record by or on behalf of Tenant.
- m. **Force Majeure:** Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from performing by a cause or causes beyond Landlord's control, which shall include, but shall not be limited to, all labor disputes, utility outages caused by the utility provides, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord.
- n. **Quiet Enjoyment:** So long as Tenant is in full compliance with the terms and conditions of this Lease, Tenant shall be entitled to the quiet enjoyment and possession of the Premises.

o. Severability and Interpretation:

- (1) If any cause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability, and this Lease shall thereafter be construed as though such illegal, invalid or unenforceable provision was not contained herein; provided that if such provision is, in the reasonable determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Lease on sixty (60) days written notice to Tenant.
- (2) Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of the stipulations of this Lease.

- 7. Damage/Destruction of Premises.** Notwithstanding any provision to the contrary, if flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's invitees, licensees, or guests.

In the event the Premises are destroyed or so substantially damaged as to be uninhabitable ("Casualty Event") by fire, flood, storm, mold, other environmental hazards, other casualty or Act of God, then Landlord shall be responsible for making such repairs to Premises if within Landlord's sole opinion all repairs can be substantially completed within 60 days from the date of the Casualty Event without paying overtime or other premiums for labor. For all purposes herein, "substantially completed" shall mean that Landlord has made the repairs and obtained a certificate of occupancy to reoccupy the Premises. Within 21 days from the date of the Casualty Event, Landlord shall notify Tenant whether Landlord is able to make the repairs within 60 days from the date of the Casualty Event. If Landlord gives Tenant notice that the repairs to the Premises cannot be substantially completed within 60 days from the Casualty Event, then either Landlord or Tenant may terminate this Lease within 14 days of receiving Landlord's notice by giving notice to the other party. If neither party terminates the Lease during the 14 day period, then both parties agree that Landlord will make the repairs, regardless of how long it takes, and that Tenant shall then reoccupy the Premises when the repairs are completed and a new certificate of occupancy is issued. Starting from the date of the Casualty Event until such time as repairs are completed and a new certificate of occupancy issued, Landlord shall abate rent in proportion to the amount of the Premises that have been destroyed or substantially damaged. If the Lease is timely terminated by either party, then Tenant shall vacate Premises within thirty (30) days from the date of notice to terminate this Lease. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant, their invitees, licensees, or guests.

- 8. Condemnation.** If the Premises or a substantial portion thereof shall be taken by eminent domain, then this Lease shall terminate upon the date (the "Condemnation Date") when the title to said Premises (or the part thereof so taken) shall be transferred to such authority for such use or purpose. If this Lease is so terminated, Tenant's rent hereunder shall be prorated and payable by Tenant to Landlord until the Condemnation Date and Tenant shall surrender the entire Premises on or before the Condemnation Date. However, in the event of a partial taking in which the portion of the Premises not so taken remains reasonably useable by Tenant for the purposes set forth herein; then, with regard only to such portion of the Premises not so taken, this Lease shall not terminate, but, effective as of the Condemnation Date, the Rent hereunder shall be reduced pro rata in proportion to the rentable square footage of the Premises so taken. In any event, Tenant shall have no claim for apportionment of any award paid or payable on account of any such taking, whether total or partial, or for the value of any unexpired term of this Lease, and Landlord shall have no interest in Tenant's award or relocation expenses or loss of business, if any.

- 9. Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following insurance in the amounts specified and in the form hereinafter provided for. Tenant shall maintain with Landlord a current copy of the insurance policies required herein during the entire term of the Lease.

- a. General Commercial Liability Insurance:** Such insurance shall cover the Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be not less than One Million Dollars (\$1,000,000) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. The policy shall name Landlord and any property manager(s) as additional insureds and shall be carried with an insurance company licensed to do business in Georgia with a Best's Rating of not less than a B+.
- b. Property Insurance:** Such insurance shall be an "all-risk" policy covering Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than the full replacement cost as updated from time to time during the term of the Lease less a reasonable deductible. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.

- 10. Mortgagee's Rights.** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.

11. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
12. **Beware of Cyber Fraud:** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.
13. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:
- ☒ Legal Description Exhibit A
 - ☐ Maintenance and Repair Exhibit (CF32) "_____"
 - ☐ Improvements and Alterations Exhibit (CF33) "_____"
 - ☐ Other _____.
 - ☐ Other _____.

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. Landlord and Tenant agree that this is a lease purchase agreement. See Purchase Agreement attached.
2. Landlord to pay a total of \$7000 allotted for repairs. \$1450 for paint and \$5550 to be used for flooring.
3. Landlord and Tenant agree that the Tenant is responsible for selection of flooring and paint if not already completed. Tenant can select the flooring with Landlord approval.
4. Landlord and Tenant agree that the rent is to be paid as follows:
November to be \$0 rent; December \$2,000; January \$2,000 and the balance of the lease at \$4,000 per month paid on the 1st of every month.
5. Tenant agrees to pay the \$4,000 security deposit/earnest money at the time of lease/contract.

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

1 Tenant's Signature

The Cherri Corp, Inc. by Sherita Williams

Print or Type Name

Date

Tenant's E-mail Address

1 Landlord's Signature

Mary Huie-Jolly

Print or Type Name

Date

Landlord's E-mail Address

2 Tenant's Signature

Sherita Williams

Print or Type Name

Date

Tenant's E-mail Address

2 Landlord's Signature

RE/MAX Advantage

Print or Type Name

Date

Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

☐ Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

RE/MAX Advantage

Leasing Broker

Broker/Affiliated Licensee Signature

Kent Miller

Print or Type Name

106891

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's E-mail Address

REALTOR® Membership

123 Smith St

Broker's Address

Jonesboro

GA

30236

770-478-7950

Broker's Phone Number

770-478-9809

Fax Number

RMAD2

MLS Office Code

H-61569

Brokerage Firm License Number

Multiple Listing Number

Listing Broker/Affiliated Licensee Contact Information

RE/MAX Advantage

Listing Broker

Broker/Affiliated Licensee Signature

Kent Miller

Print or Type Name

106891

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Jonesboro

GA

30236

770-478-7950

Broker's Phone Number

770-478-9809

Fax Number

RMAD2

MLS Office Code

H-61569

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this Lease is the date of _____ and has been filled in by _____.

Exhibit A – Legal Description of Property

8712 Tara Boulevard
Land Lot 242, District 5, Clayton County, Georgia.

Jonesboro

30236

Tenant's Initials

Landlord's Initials