



**LEASE APPLICATION**

This is a Lease Application for space in The Yarbrough Building, 514 Elizabeth Street, Waycross, Georgia 31501. Please complete this application (please print) and return to Yarbrough's Office Products and Printing, 510 Elizabeth Street, Waycross, Georgia 31501. All completed applications will be reviewed by management.

**GENERAL INFORMATION**

A. Applicant's Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_  
Street City State/Zip

B. Business Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_  
Street City State/Zip

C. Credit References (Provide 3)  
Name Address Phone

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

D. Personal References (Provide 3)  
Name Address Phone

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

E. In Case of Emergency, Notify: \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

F. Access By Others: Please list names and addresses of any others who will have access to your particular suite:

1. Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_  
Street City State/Zip

Type of Vehicle \_\_\_\_\_

Type of Vehicle \_\_\_\_\_

Year/Make \_\_\_\_\_ Color \_\_\_\_\_

Year/Make \_\_\_\_\_ Color \_\_\_\_\_

License Plate No. \_\_\_\_\_

License Plate No. \_\_\_\_\_

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2\_\_\_,

by and between **Yarbrough Brothers, Inc., d/b/a Yarbrough's Office Products & Printing** hereinafter referred to as Lessor, and \_\_\_\_\_, hereinafter referred to as Lessee.

1. Lessor for and in consideration of rents, covenants and conditions herein contained to be kept, performed and observed by Lessee does lease and demises to Lessee and Lessee does rent and accept from Lessor the real property described as follows:

That certain office space consisting of \_\_\_ square feet known as 514 Elizabeth Street, Suite \_\_\_\_, Waycross, Georgia being located in The Yarbrough Building located at the northwest corner of Elizabeth Street and Parker Street in Waycross, Georgia.

2. This lease shall be for a period commencing on \_\_\_\_\_, \_\_\_\_\_, and expiring mid-night on \_\_\_\_\_, \_\_\_\_\_.

3. Lessee agrees to pay to Lessor as rent for the leased premises the sum of \$ \_\_\_\_\_ base rent per month, plus \$ \_\_\_\_\_ per month for utility allowance described herein in Section 11 of this lease, for a total of \$ \_\_\_\_\_ per month for each month commencing on this date and payable monthly on the first day of each month thereafter. In the event that the lease commences on some date other than the first of the month the tenant shall pay in addition to the first month's rent the remaining portion of the partial month's rent, at the time of execution of this lease.

4. At the execution of this lease agreement, Lessee shall pay to Lessor a damage deposit in the amount of \$ \_\_\_\_\_.

5. Lessee shall have the right to use the leased premises for any lawful purpose. In this connection without restricting the foregoing it is understood and agreed that the primary purpose for which the leased premises has been leased and hired is for:

6. It is expressly understood and agreed that any fixtures, machinery and equipment of whatever nature or kind, placed or maintained upon the part of the leased land shall be and remain the property of the Lessee and upon termination of this lease the Lessee shall have the right to remove such improvements, fixtures, machinery or equipment.

7. Lessee accepts the premises "as is". Lessors agree that at their own cost and expense at all times during the term of this lease to keep and maintain all buildings and improvements which are located upon the leased land in a good state of appearance and repair, reasonable wear and tear expected.

8. Lessee shall have the right of assign its interest in this lease only with the written consent of the Lessor to such an assignment, which written consent the Lessor shall not unreasonable withhold.

9. Lessee agrees to and shall within five days from the date hereof secure from a good and responsible company or companies doing insurance business in the State of Georgia and maintain during the entire term of this lease, the following insurance coverage:

(a) fire and extended coverage on the contents in an amount to protect Lessees interests.

(b) public liability insurance in the minimum amount of \$100,000.00 for loss from an accident resulting in bodily injury to or death of persons on or about the premises for the purpose of doing business with Lessee.

10. If the premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, then at the option of Lessor either (a) this lease shall terminate as of the date of such destruction, and rent shall be accounted for between Lessor and Lessee as of that date or (b) the Lessor shall rebuild the premises with the rent abating until such time as the rebuilding is completed at which time full rent shall recommence. In the event Lessor shall choose to rebuild the premises, the term of this lease shall be extended by the amount of time the rent was abated. If the premises are damaged but not wholly destroyed by any such casualties, rent shall abate in such proportion as use of the premises has been destroyed, and Lessor shall restore same to substantially the same condition as before damage as speedily as practical, whereupon full rent shall commence.

11. Lessor shall during the term hereof pay all charges for electricity, gas and water used in or on the leased premises based on an approximate rate of \$ \_\_\_\_\_ per square foot for \_\_\_\_\_ square feet of said rented space resulting in a \$ \_\_\_\_\_ per month utility allowance which will be added to the base rental rate and due each month for the term of this lease. This utility allowance has been calculated as a prorated share of estimated electricity, gas and water charges for gross rental space in all rental units available and will be audited and adjusted if necessary at the end of this lease to reflect actual usage.

12. Lessor shall, on the commencement date of the term of this lease as hereinabove set forth, place Lessee in quiet possession of the leased premises and shall secure him in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term and each extension thereof.

13. In the event the Lessee holds over beyond the expiration of the term hereof such holding over shall be deemed a month tenancy only.

14. Lessee agrees to and shall on the expiration or sooner termination of the term hereof,

promptly surrender by Lessee of leased premises to Lessor without demand therefor in good condition, ordinary wear and tear accepted.

15. If Lessee shall allow the rent to be in arrears more than ten days after written notice of such delinquency or shall remain in default under any other condition of this lease for a period of ten days after written notice from lessor or should any other person than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operations or law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this lease and may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a part satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental that Lessee was obligated to pay under this lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns when permitted by this agreement.

16. In case any one or more of the provisions contained in this lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting a subject matter within it.

18. No amendment, modification, or alteration of the terms hereof shall be binding unless the

same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

19. Time is of the essence of this agreement.

20. In the event that Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

21. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

22. The rights and remedies provided by this lease accumulative in the use of any one right or remedy by either party shall not preclude or waive his right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

Yarbrough Brothers, Inc.  
d/b/a Yarbrough's Office Products & Printing

By: \_\_\_\_\_

—  
In the presence of:

\_\_\_\_\_

as Lessee: \_\_\_\_\_

In the presence of:

\_\_\_\_\_