

COMMERCIAL LEASE AGREEMENT  
(Single-Tenant Facilities)

Dorothy R. Clements  
David Clements  
Trustees

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of March 1, 2022 between DEC Family LP (hereinafter "Landlord") and Shawn Madgett (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property with the following address: 600 South 8th St. Griffin, Georgia 30224 TAXPIN/ID# \_\_\_\_\_ and as more particularly described in the Legal Description Paragraph below;

**Legal Description.** The full legal description of the Property is:

[Select A, B or C below. The sections not marked shall not be a part of this Agreement.]

- A. attached as an exhibit hereto;
- B. identical to the legal description for the property contained in the deed recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ et. seq., \_\_\_\_\_ County, Georgia records;
- C. described below:  
 Land Lot(s) 146 of the 2 District, \_\_\_\_\_ Section/GMD,  
 Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of  
city SE-E of 9th/S. Hill & S. of College Subdivision/Development,  
Spalding County, Georgia according to the plat recorded in  
 Plat Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq., \_\_\_\_\_ County, Georgia records.

1. **Term.** The initial term of this Lease shall be for March 1, 2022 beginning on the earlier of the completion of the work described in any attached Work letter or the date \_\_\_\_\_ ("Commencement Date"), through and including the date of February 28, 2027. 60 months (5 years)

2. **Possession.** If Landlord is unable to deliver possession of Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.

3. **Rent.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of \$ 1900.00 Dollars per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: 315 South 8th Street Griffin, GA. 30224 (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.

4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include an additional rent amount of \$ 50.00 and, if applicable, a service charge for any returned check of \$ 35.00. Landlord reserves the right 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. **Security Deposit to be Held by Landlord or Broker:** [Check one. The section not marked shall not be a part of this Agreement.]

Landlord Holding Security Deposit:

- (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of ~~500.00~~ 500.00 Dollars in  cash,  money order and/or  check ("Security Deposit").
- (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
- (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advise of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
  - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
  - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
  - (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and

WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

[Signature]  
Tenant's Signature

3-09-2022  
Date

Shawn Madgett  
Print or Type Name

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

smadgett@conservatedcare.com  
Tenant's E-Mail Address

\_\_\_\_\_  
Tenant's E-Mail Address

\_\_\_\_\_  
Leasing Broker

\_\_\_\_\_  
MLS Office Code

\_\_\_\_\_  
Brokerage Firm License Number

678-862-2020  
Phone #

\_\_\_\_\_  
Fax #

By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Broker's or Broker's Affiliated Licensee E-Mail Address

\_\_\_\_\_  
Leasing Agent's Georgia Real Estate License Number

\_\_\_\_\_  
Multiple Listing Number

Member of: \_\_\_\_\_ of REALTORS®

[Signature]  
Landlord's Signature

3-1-22  
Date

DAVID E. CLEMENTS, Sr.  
Print or Type Name

Dorothy R. Clements  
Landlord's Signature

3-1-22  
Date

Dorothy R. Clements  
Print or Type Name

dclements923@ad.com  
Landlord's E-Mail Address

\_\_\_\_\_  
Landlord's E-Mail Address

\_\_\_\_\_  
Listing Broker

\_\_\_\_\_  
MLS Office Code

\_\_\_\_\_  
Brokerage Firm License Number

770-227-6338 DAVID  
Phone # Fax #

770-584-4100 DOT

By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Broker's or Broker's Affiliated Licensee E-Mail Address

\_\_\_\_\_  
Leasing Agent's Georgia Real Estate License Number

Member of: \_\_\_\_\_ of REALTORS®