



No. _____ of _____ Executed
Counterparts

COUNTERPART OF

STATE OF GEORGIA,

COUNTY OF _____:

USE AGREEMENT

FOR HOUSING FOR STUDENTS/INTERNS/CERTAIN SEASONAL EMPLOYEES

THIS USE AGREEMENT, hereinafter referred to as "Agreement", is made and entered into this day of _____, _____, by and between the DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "Landlord", whose business and address is Suite 1252 East Tower, 2 Martin Luther King Jr. Drive, Atlanta, Georgia 30334, and _____, an intern studying under an educational program supported by the Landlord or certain seasonal employees, hereinafter referred to as "Tenant", whose address for purposes of this Agreement is _____.

WITNESSETH THAT:

WHEREAS, Tenant recognizes and acknowledges that the provision of the Premises under this Agreement is not an additional benefit to Tenant or an entitlement arising out Tenant's internship or seasonal employment.

NOW, THEREFORE, for and in consideration of the terms, conditions and provisions hereinafter set forth, Landlord and Tenant agree as follows:

1.

PREMISES USED

Landlord hereby provides to Tenant, and Tenant hereby takes and uses from Landlord, the real property described in EXHIBIT "A" attached hereto, which is incorporated in and hereby made a part of this Agreement (hereinafter referred to as "Premises").

2.
TERM

The term of this Agreement will begin on the ____ day of _____, _____ and will end at midnight on the ____ of _____, unless sooner terminated as provided herein. The parties agree that this Agreement may be terminated sooner at the discretion of the Landlord.

3.
USE

For use of the Premises, Tenant covenants and agrees to provide adequate security of the Premises and to keep and perform each and every term, condition and provision of this Agreement required to be kept and performed by Tenant.

4.
TERMINATION

This Agreement will be terminated automatically, without the necessity of any notice or instrument executed by Landlord the effective date of upon the termination of Tenant's internship/student status with the Landlord.

5.
IMPROVEMENT TO PREMISES

Tenant shall not modify, change or improve the Premises in any way without the prior written consent of Landlord. All modifications, changes or improvements to the Premises so performed by Tenant shall be at the Tenant's expense and in strict accordance with plans, specifications and directions submitted to and approved by Landlord. Upon the expiration or termination of this Agreement, all improvements or additions placed or erected upon the Premises by Tenant, whether or not affixed or attached to the Premises, shall vest in and become the property of Landlord, without further notice or instrument executed; provided, however, Tenant may remove all of Tenant's personal property from the Premises on or before the expiration or termination of this Agreement. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's personal property. Tenant agrees that all of Tenant's personal property upon the Premises is located thereon at Tenant's risk, and Landlord shall not be liable for any damage thereto or loss thereof.

6.
REPAIRS

Landlord will make any necessary repairs to the Premises and will supply maintenance for the Premises or any fixtures, appurtenances, buildings, structures or improvements located thereon; provided, however, that Tenant at his or her own expense shall make repairs necessary as a result of the negligence of Tenant, any member of Tenant's household or any of Tenant's guests. Tenant must give Landlord immediate notice of any condition of the Premises which Landlord is obligated to repair.

7.
NO COVENANT OF QUIET ENJOYMENT

Tenant hereby acknowledges that he or she has fully inspected the Premises and that the Premises are in satisfactory condition for the use intended. Tenant further acknowledges that no representation or warranty as to the title to, condition of, terrain of, or any covenant of quiet enjoyment of the Premises has been made by Landlord, its agents or employees. Landlord makes no warranty whatsoever as to the title to, present condition of, terrain of, or any covenant of quiet enjoyment of the Premises.

8.
HOLDING OVER

Tenant shall not use or remain in possession of the Premises after the expiration or termination of this Agreement. Any holding over, or continued use and/or occupancy of the Premises by Tenant after the expiration or termination of this Agreement without written consent from Landlord shall not constitute a Tenant-At-Will interest in Tenant, but Tenant shall become a Tenant-At-Sufferance and shall be required to vacate the Premises immediately without notice.

9.
DESTRUCTION OF OR DAMAGE TO PREMISES

If the Premises are substantially destroyed or rendered substantially untenable by storm, fire, earthquake or other natural catastrophe, this Agreement shall terminate as of the date of such substantial destruction or untenability, with no obligation of Landlord to rebuild or provide other premises for Tenant, and the rental and other obligations accrued by or to the parties to this Agreement shall be accounted for between Landlord and Tenant as of the date when the Premises were substantially destroyed or became substantially untenable; provided, however, that Landlord may require Tenant to occupy other premises as a condition of employment. For purposes of this paragraph, “substantially destroyed or rendered substantially untenable” means at least fifty percent (50%) of the Premises destroyed or rendered untenable.

10.
UTILITIES

Landlord will pay all reasonable costs of gas, water, and electricity incurred with regard to the Premises; provided, however, if Landlord determines that there has been an unreasonable consumption of utility services by Tenant, then Tenant will be responsible for that portion determined by Landlord in its discretion to be above normal consumption. Landlord will pay basic telephone costs, but Tenant will pay all costs for long distance personal telephone usage. Tenant will not charge any long distance calls to any telephone on the Premises after termination of this Agreement. Tenant will also pay the costs of all long distance personal telephone calls that become due and payable after Tenant has relinquished possession of the Premises. In that regard, Tenant will provide in writing to Landlord a mailing address where Landlord can send Tenant’s final bill for said long distance personal calls and utilities as provide above. If Tenant fails to pay the afore mentioned costs and Landlord is bring a legal action to collect said costs, then Tenant will pay all court costs and reasonable attorney fees incurred in connection therewith.

11.
TENANT’S INSURANCE

Tenant hereby acknowledges that Landlord does not provide liability or property insurance coverage for the benefit of Tenant or any of Tenant’s agents, invitees or licensees. If Tenant desires such coverage, Tenant should purchase at his or her own expense “renter’s” insurance coverage for protection to Tenant and Tenant’s agents, invitees or licensees from and against all liabilities, damages, costs, expenses (including attorney’s fees and expenses), causes of action, suits, demands, judgments and claims of any nature whatsoever (excluding those based upon the sole negligence of Landlord) arising from, by reason of, or in connection with: (1) injury to or death of persons or damage to property (a) on the Premises or (b) in any manner arising from use, nonuse or occupancy of the Premises by Tenant or any of Tenant’s agents, invitees or licensees or (c) resulting from a condition of the Premises, excluding any condition of the Premises for which Landlord specifically is responsible under this Agreement; or (2) violation of any law affecting the Premises or the occupancy or use of the Premises by the Tenant or any of Tenant’s agents, invitees or licensees.

12.
NO WAIVER OF RIGHT

No term or provision of this Agreement shall be deemed waived, and no breach excused, by Landlord unless such waiver or consent shall be in writing and signed by Landlord. Any consent or waiver of a breach by Landlord shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

13.
USE OF PREMISES

Tenant shall use the Premises solely for residential purposes and only for Tenant. No other person may occupy, use, or stay on the Premises without the prior written consent of Landlord. At all times, Tenant shall conform to, obey and comply with all present and future laws and ordinances and all lawful requirements, rules and regulations of Landlord and legally constituted authorities existing at the commencement of this Agreement or at any time during the continuance of this Agreement, which in any way affect the use of the Premises, or any repair, improvements, renovation, or construction being done on or to the Premises. Tenant shall not store any substance on the Premises or commit any act which would increase the risk of loss under a standard fire insurance policy. Also, Tenant shall not commit any act which may disturb the enjoyment of any other person which Landlord may permit to be in or adjacent to the place in which the Premises are located. Without limitation of the foregoing, Tenant shall not (a) use the Premises for any illegal purpose, or for any purpose inimical to the health, safety and welfare of the public; (b) commit, or allow to be committed, any waste to, in or on the Premises; or (c) create or permit any nuisance in or on the Premises.

14.
EFFECT OF CONDEMNATION

In the event all or any portion of the Premises shall be condemned by public authority under the powers of eminent domain or if settlement for such taking shall be made by the Landlord herein in order to avoid such condemnation, the rights of Tenant shall terminate immediately and Tenant shall have no claim against Landlord for damages of any type or kind caused by such condemnation or any interest in any award given pursuant to such condemnation.

15.
EXTERIOR SIGNS

Tenant shall neither place, paint, or display any signs upon the roof, window, exterior walls, or any other portion of or location within the Premises except with the written consent of Landlord.

16.
RUBBISH REMOVAL

Tenant shall keep the Premises clean, both inside and outside, at his or her own expense, and shall see that all garbage, trash, excelsior, straw and all other refuse is removed from the Premises.

17.
ENTRY FOR INSPECTION

Tenant shall permit Landlord and its agents and employees to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises to see that Tenant is complying with all of his or her obligations hereunder.

18.
NO ESTATE

No estate shall pass from Landlord by virtue of this Agreement.

19.
ASSIGNMENT

Tenant shall not assign this Agreement, or any right herein and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person to occupy or use the Premises, or any portion thereof, except as provided herein, without the written consent of Landlord. Landlord, in its sole discretion, may withhold or refuse to give its consent to any proposed assignment or subletting. Any such assignment or subletting without such consent shall be void and shall at the option of Landlord terminate this Agreement. Consent to one assignment and/or subletting shall not invalidate this provision, and all subsequent assignments and/or subletting shall likewise be made only on prior written consent of Landlord.

20.
SURRENDER OF PREMISES

Upon the termination or expiration of this Agreement, Tenant shall surrender the Premises to Landlord in the same condition as at the commencement of the term hereof, or if improvements are made, the same condition as at the time the improvements were completed, natural wear and tear excepted. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's property.

21.
ANIMALS

No animals shall be allowed on the Premises without the prior written consent of Landlord. Tenant shall not permit or cause any animal owned or possessed by Tenant or any of Tenant's agents, invitees or licensees to roam free and unfettered without prior written approval of the Landlord. Tenant shall not permit any such animals to disturb the enjoyment of any other person using or living on Landlord's property, including any areas on or adjacent to the Premises.

22.
BINDING EFFECT

Each of the terms, provisions and conditions of this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of the parties hereto, to the successors and assigns of Landlord, and to the extent that Landlord has consented to an assignment or subletting of this Agreement, or any interest herein, to the successors and assigns of Tenant. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

23.
NOTICES

All notices, requests or other communications required hereunder shall be in writing and shall be deemed to have been given or made if personally delivered, sent by facsimile or email, or mailed by certified or registered mail, postage prepaid, return receipt requested to the parties at their respective addresses set forth in this Agreement or at such other addresses as specified in writing by the parties. Notices, requests or communications shall be deemed to have been delivered upon personal delivery, receipt of facsimile confirmation, receipt of email, or three (3) days following deposit in the mail. Any notice given by Landlord

terminating student intern status or transferring Tenant or requiring Tenant to move to another location shall constitute notice of termination of this Agreement.

24.
NO JOINT VENTURE

Nothing contained in this Agreement shall make, or shall be construed to make, the parties to this Agreement partners of or joint venturers with each other nor shall render, nor be construed to render either party to this Agreement liable for the debts or obligations of the other.

25.
SEVERABILITY

If any provision, clause or phrase of this Agreement, or any portion thereof, should be ruled void or unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portions of such provision, clause or phrase and all other provisions of this Agreement shall survive and be applied and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent, as shall be permitted by law.

26.
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

27.
TIME IS OF ESSENCE

All time limits stated herein are of the essence of this Agreement.

28.
PARAGRAPH REFERENCES

The brief, captioned, paragraph-identification references are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

29.
TERMINATION OF PRIOR AGREEMENT

All prior rental agreements between the parties to this Agreement are hereby terminated.

30.
LAW GOVERNING

This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State of Georgia. All rights, powers and privileges conferred by this Agreement upon Landlord and Tenant shall be cumulative of, but not restricted to, those given by law.

31.
INDEMNIFICATION

Tenant shall occupy, use and enjoy the Premises at the sole risk of Tenant. Tenant hereby releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia, Landlord and Landlord’s officers, members, employees and agents harmless from and against any and all claims, demands, liabilities, losses, costs, or expenses for any loss, including but not limited to bodily injury (including death), personal injury, property damage, expenses and attorneys’ fees caused by, growing out of, or otherwise happening in connection with: (1) injury to or death of persons or damage to property (a) on the Premises or (b) in any manner arising from the use, non-use or occupancy of the Premises by Tenant or any of Tenant’s family members, agents, invitees or licensees or (c) resulting from a condition of the Premises, excluding any condition of the Premises for which Landlord specifically is responsible under this Agreement, if any; (2) violation of any representation, warranty, provision, term or condition of this Agreement by Tenant; or (3) violation of any law affecting the Premises or the occupancy or use of the Premises by Tenant.

32.
ENTIRE AGREEMENT

This Agreement constitutes the full, complete and entire agreement between Landlord and Tenant with respect to the subject matter hereof and hereby supersedes any prior written or verbal agreements, understandings or other discussions with respect to same. No modification or amendment of this Agreement shall be binding unless such modification or amendment shall be in writing and signed by Landlord and Tenant.

33.
VISITORS

Tenants may not have long-term guests in the residential facilities. Guests may only stay in Premises with the permission of all persons housed on the Premises. (Tenants may not have guests of the opposite sex stay with them in their rooms.) Tenants must register their guests with the Landlord. Guests are required to abide by Department policy including policies governing alcohol and drug use. Tenants will be held responsible for any damages or infractions perpetrated by guests. Room doors should be locked to prevent theft. Landlord assumes no financial responsibility for lost or stolen property. Please contact immediately the Landlord and proper law enforcement authorities if you become aware of a theft or of intrusions by unauthorized persons. Only Tenant should use room and front door keys issued to them. Tenants of the opposite sex are not assigned and may not arrange to live together in Premises. Landlord does not allow cohabitation and cannot ignore any infraction of this policy that comes to its attention.

34.
SPECIAL STIPULATIONS

Any special stipulations between the parties are as follows (if none, write “NONE”):

IN WITNESS WHEREOF, Landlord and Tenant have signed, sealed and delivered these presents in duplicate on the day, month and year first above written.

LANDLORD
DEPARTMENT OF NATURAL RESOURCES

_____, Director
_____ Division

Signed, sealed and delivered,
as to the signatories for
Landlord, in the presence of:

Unofficial Witness

Official Witness, Notary Public
My Commission Expires

(Notary Public Seal Affixed Here)

TENANT

_____ (L.S.)
(Signature)

(Type Name on Above Line)

Signed, sealed and delivered,
as to the signatories for
Tenant, in the presence of:

Unofficial Witness

Official Witness, Notary Public
My Commission Expires

(Notary Public Seal Affixed Here)

“EXHIBIT A”
DEPARTMENT OF NATURAL RESOURCES
DESCRIPTION OF THE PREMISES