



UNIQUE SUITE SALON

UNIQUE SUITE SALON LLC LEASING AGREEMENT

Tenant: Name: _____
SS#: _____
D.O.B.: _____
Street Address: _____
City, State, Zip: _____
Phone: _____
Driver's License: _____
Date Issued: _____
Email Address: _____

Suite #: _____

Lease Term: ____ year term
Agreement Commencement Date: _____
Agreement Expiration Date: _____

License Fee: \$_____ per week

Reservation Amount: \$_____

Permitted Use: ____ hair styling, cutting, coloring
____ manicures/pedicures
____ barber
____ waxing
____ massage
____ facials
____ other (exp. Lash Technician)

AGREEMENT

1. **LICENSE**. UNIQUE SUITE SALON LLC hereby licenses the Suite to Tenant under the terms and conditions of this Agreement, together with the non-exclusive rights to use the common areas leased to UNIQUE SUITE SALON LLC under the Master Lease and the common areas in the Leased Premises, which include the hallways, laundry room, break room and bathrooms. This Agreement is not and shall not be deemed a lease and no leasehold estate is hereby created.

2. **LICENSE FEE**.

- A. Tenant agrees to pay the License fees every Saturday by recurring electronic funds transfer from Tenant's debit or credit card.
- B. The Tenant shall pay a lease deposit of \$_____. If the Tenant chooses not to renew his or her lease and has given the required 30-day written notice of non-renewal of lease, the lease deposit will be refunded, minus the cost of repairs, painting, and cleaning to return leased premises to prelease condition.
- C. Tenant should submit lease payment(s) on time. A \$25 late fee will be imposed for late lease payment. The lease payment is considered late if not submitted before 4:00 pm on Saturday.
- D. Returned ACH fees are the responsibility of the tenant. Returned ACH fees are due to UNIQUE SUITE SALON LLC, upon notification of non-funds available.

3. **RENT INCREASE**. Owner shall give the 30-day notice to Tenant of any change in the amount of the Rent. This agreement does not limit Owners right to terminate under the immediately preceding agreement.

4. **PROFESSIONAL LICENSE**. A valid license must be provided to the owner prior to opening operations for the trade that the tenant intends to carry on the premises. All cosmetology, manicurist, and barber licenses shall be conspicuously displayed. Tenant agrees to keep all personal licenses and permits pertaining to the rules and regulation of the Georgia State Board of Cosmetology, Georgia State Board of Barber Examiners, Georgia Vendor License Board, or the Georgia Board in a current and up to date manner. Tenant agrees to maintain his/her Salon Suite and common areas under all of the rules of the Georgia State Board of Cosmetology and or the Georgia State Board rev(feb2018) 5 of Barber Examiners. No person shall be granted access to the work area while licenses are suspended or in arrears. Any violation of the mentioned rules shall, at owner's discretion, be grounds for immediate termination of lease agreement.

5. **BUILDING ACCESS**. (Subject to Change) Tenant access to the building outside normal business may require an access key card. One (1) card is provided per suite. There is a \$75.00 fee for the replacement cards or additional card. There is 24-hour access, seven days a week. The owner, however, shall have no liability to Associates, its employees, agents, invitees for losses due to theft or burglary, or for damage done by unauthorized persons in the building and neither shall Owner be required to insure against any such losses. The owner shall have no

duty regarding security at the building other than to make necessary repairs to security (devices as provided). Associate acknowledges that owner has made no representations agreements, promises or warranties regarding security at the building.

6. **MULTIPLE TENANTS.** In the event more than one TENANT signs this Lease, each TENANT is jointly and severally liable for all sums due under this Lease. Each additional occupant occurs an additional fee of \$35.00 per tenant per week.

7. **UNIQUE SUITE SALON LLC OBLIGATIONS.** The License Fee includes utilities (electricity, heat, water), and air conditioning.

8. **TENANT'S OBLIGATIONS TO UNIQUE SUITE SALON LLC UNDER THIS AGREEMENT.**

- A. Tenant agrees to abide by the rules and regulations promulgated by UNIQUE SUITE SALON LLC from time to time, a copy of which has been delivered to Tenant.
- B. If for any reason air conditioning or heating does not meet the level of comfort Tenant desires in their suite, Tenant can go and purchase a small space heater and/or fan for his/her suite at their sole expense.

9. **DAMAGES.**

- A. Tenant will incur the costs of any damage assessed to the Suite or suite equipment when the space is vacated without an inspection by a UNIQUE SUITE SALON LLC Representative prior to leaving.
- B. UNIQUE SUITE SALON LLC, shall not be liable to Tenant for any damage or injury suffered by any of the Tenants employees, agents, invitees, customers or visitors arising out of or related to Tenants use, or its employees, agents invitees, customers or visitors use of the Subleased Premises, even if such damage or injury arises out of the negligence of Unique Suite Salon LLC. Tenant shall indemnify and hold Salon Suites Essentials, harmless for any and all such damage or loss.

10. **RELATIONSHIP OF THE PARTIES.** UNIQUE SUITE SALON LLC is the only licensing space for the Tenant to operate the Permitted Use. The conduct and control of all services performed will lie solely with the Tenant. A Tenant is not considered an agent, independent contractor, or employee of UNIQUE SUITE SALON LLC for any purpose, nor control, agency or benefits that arise out of an employer/employee relationship. The parties further acknowledge that (1) UNIQUE SUITE SALON LLC does not have the right to control how the services permitted as a Permitted Use will be performed but may reserve the right to control what services will be operated on the Premises in keeping with the Master Lease, zoning, and standard or quality of the Leased Premises and UNIQUE SUITE SALON LLC, (2) Tenant pays UNIQUE SUITE SALON LLC for the Suite; however UNIQUE SUITE SALON LLC is not paid at the percentage of the Tenant's receipts, and (3) Tenant has the freedom to set his/her own prices and work schedule.

11. **TENANT RIGHT TO TERMINATE AGREEMENT.** Tenant can give a 30-day notice to terminate this Agreement. During the 30-day period Tenant is still responsible for the License

Fee. If the Suite is leased prior to the 30-day period Tenant's responsibility for the License Fee will terminate.

12. **REMEDIES.** On the occurrence of any default by Tenant, UNIQUE SUITE SALON LLC may, at any time thereafter, with or without notice or demand and without limiting UNIQUE SUITE SALON LLC in the exercise of any right or remedy provided by law, exercise the following:

- A. Terminate this Agreement in which case Tenant shall surrender possession of the Suite and the keys to UNIQUE SUITE SALON LLC and deliver the Suite in broom clean condition within 48 hours of the time notice of such termination is given. If Tenant fails to surrender such Suite, UNIQUE SUITE SALON LLC may take possession of the Suite, and all supplies, materials and tools of the Tenant located in the Leased Premises shall be deemed abandoned. UNIQUE SUITE SALON LLC may dispose of such property in accordance with applicable Georgia law. UNIQUE SUITE SALON LLC shall be entitled to recover from Tenant all damages incurred by UNIQUE SUITE SALON LLC for reasons of Tenant's default.
- B. Pursue any other remedy at law or equity available to UNIQUE SUITE SALON LLC under the laws of the State of Georgia.

13. **ABANDONED PROPERTY.** Any property which is left in salon suite or any other areas of the premises belonging to Tenant or controlled by Tenant for more than five (5) days after the termination of Sublease shall be considered to be abandoned by Tenant and shall, at Landlord's option, become Landlord's property and Landlord may dispose of it without liability to Tenant (or any person who may claim by, through or under Tenant) and at the expense of the Tenant. Tenant shall hold harmless and indemnify the Landlord from any claims by Tenant or any such person and any such expense.

14. **LEGAL COSTS.** Tenant agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Owner as a result of any default by Tenant under this Lease.

15. **ATTORNEY'S FEES.**

- A. If Tenant gets locked out of his or her Suite due to a default by Tenant, Tenant may not reenter the Suite. If Tenant is caught breaking into any Suite, he/she will be prosecuted to the fullest extent of the law and will assume all legal and material fees associated with the break-in.
- B. If UNIQUE SUITE SALON LLC prevails in any action between the parties in connection with or arising under this Sublease, UNIQUE SUITE SALON LLC shall be entitled to its reasonable attorney fees and costs of suit from Tenant. Mediation in any event will take precedence over lawsuit litigation.

16. **MOVING WITHIN UNIQUE SUITE SALON LLC.** There are occasions when a Tenant may desire to move from one suite or station to another. There shall be a one-time charge of \$150.00 for making this move. This charge covers the necessary paperwork, required computer and

directory changes. This fee will be separate from the additional rent that may be charged due to a change in size or location of suite or station.

This is the only agreement between the parties, and there are and were no verbal representations, warranties, understandings, agreements or promises pertaining to this Agreement made by either party, except as set forth herein and except as listed in UNIQUE SUITE SALON LLC rules and regulations which may be promulgated by UNIQUE SUITE SALON LLC from time to time are by this specific reference incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written. Tenant has also filled out ACH form and identified method of payment at the time of execution of this Agreement. Tenant has been explained payments are due every Saturday and will be automatically drafted from their account.

UNIQUE SUITE SALON LLC

By: _____
Signature Title

_____ (Print Name)

TENANT (Salon Professional)

By: _____
Signature Title

_____ (Print Name)

UNIQUE SUITE SALON LLC
ACH FORM PERSONAL & CONFIDENTIAL

Name on credit card: _____

Credit Card Number: _____

Expiration Date: ____/____/____

Security Code: _____

Billing Address: _____

City: State: Zip code: _____

Signature: _____

Date: ____/____/____

SUITE #: _____ ACH WEEKLY AMOUNT: _____

Please note that the information provided on this form is not shared with anyone else and once logged in to our accounting system the information will be shredded.

CREDIT CARD AUTHORIZATION

Reservation Fee: \$_____ to reserve Suite_____.

Last four digits of credit card: _____.

Name on Credit Card: _____.

I authorize my credit card to be charged the above reservation fee. I understand this reservation fee is non-refundable and is not applied against any rent payments or reimbursable at the end of contract agreement.

Credit Card Holder's Signature

_____/_____/_____

Date

THIS NOTICE IS TO AMENDMENT #11 OF THE UNIQUE SUITE SALON LLC LEASING AGREEMENT

As stated on agreement – 11. TENANT RIGHT TO TERMINATE AGREEMENT (AMENDMENT). Tenant can give a 30-day notice to terminate this Agreement. During the 30-day period Tenant is still responsible for the License Fee. If the Suite is leased prior to the 30-day period Tenant's responsibility for the License Fee will terminate.

ADDITIONALLY – If Tenant desires to terminate this lease before the end of the agreed upon leasing terms, the Tenant is still liable to pay the full amount of the lease, for the remainder of the original signed "Lease Term". Tenant is obligated to pay for the full Lease Term under all circumstances. If the Tenant fails to pay the full lease, legal action will be taken against the Tenant. The Tenant will also become responsible for all related and associated fees as well as legal cost as a result of terminating the lease agreement early and failing to pay the full "Lease Term".

UNIQUE SUITE SALON LLC

Signature

Print Name

_____/_____/_____

Date

Tenant (Salon Professional)

Signature

Print Name

_____/_____/_____

Date

OBTAINING A CERTIFICATE OF OCCUPANCY

If you are a homebased business, change in name of business or a change of ownership without interruption of normal business operations at any point, you may disregard this form

All other Business License Applicants **MUST** complete the tenant move-in process and obtain a Certificate of Occupancy **BEFORE** moving into your location. Failure to complete this process may delay the issuance of your business license and/or result in a citation being issued.

Please follow these directions for the tenant move-in process:

Visit www.SagesGov.com/marietta-ga

- You will need to create an account, and have the account accepted by the City of Marietta Permit Technician before you can create an application.
- Once the account is created and verified, login and go to the **HOME** tab.
- If you are not making any changes outside of paint and flooring - select the application title called **Tenant Move-In Permit Application** which can be found under the **Public Works – Building** heading.
- If changes (demolition, renovation, modifications, alterations) need to be made to the space, you will need a **Building Permit Application** that must be applied for by a licensed General Contractor.
- Please be sure your “Project/Case” name in SAGES is the same as the business name listed for your business license.
- You will be expected to upload the following digital documents in this **Tenant Move-In Permit Application**:
 - A simple scale or dimensioned sketch of the top view of the space showing all rooms, doors, windows, stairs and/or ramps.
 - A dated and signed letter explaining how the business intends to use the space, contact information, hours of operation, and a statement that no construction will be done.
- Once submitted and accepted the application will be reviewed.
- When the review is completed, and fees are paid - your permit will be issued (emailed to the applicant).
- Once your permit is issued **YOU** will schedule your inspections through the Sages website; two will be required.
 - Fire 100%
 - Building Final
- Once the inspections are approved a new Certificate of Occupancy will be issued. The Certificate of Occupancy is required to be posted in view of your patrons.

For assistance with this process and/or the SAGES website please contact:

Building Department at (770) 794-5659

**Business License and Revenue Division****For Office Use Only**

205 Lawrence St., Box 609
Marietta, Georgia 30061-0609
Phone: (770) 794-5520
Fax: (770) 794-5685

Tax Cert. No. _____
Account No. _____
SIC code _____
Zoning _____
Date _____

REASON FOR APPLICATION (Check One) Have you previously applied for a business license with or office? Y or N _____

- ☐ New Business Started IF Y(es), enter Business location address _____
☐ Existing Business Purchases _____ Date of Purchase (mo., day, yr.) _____
☐ Name Changed – Previous Name _____
☐ Location Changed – Previous Location _____

Location of Business _____
Number and Street (room, apt., or suite no.) _____ City _____ State _____ Zip _____

Name of Business _____

Mailing Address _____
Number and Street (room, apt., or suite no.) _____ City _____ State _____ Zip _____

Date Business Started At Location (mo., day, yr.) _____ Federal Tax ID Number _____

TYPE OF OWNERSHIP (Check One) ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Other (Specify) _____

Business Telephone Number _____ E-Mail Address _____

Legal Name (Example: If Incorporated, Give Name of Corporation) _____

PLEASE FILL IN RESIDENTIAL INFORMATION:

☐ Owner ☐ Partner ☐ President ☐ Other (Specify): _____

Name _____ Number and Street (room, apt., or suite no.) _____ City _____ State _____ Zip _____ Phone _____
Social Security No. _____ Date of Birth _____ Driver's License no. & State _____

☐ Owner ☐ Partner ☐ President ☐ Other (Specify): _____

Name _____ Number and Street (room, apt., or suite no.) _____ City _____ State _____ Zip _____ Phone _____
Social Security No. _____ Date of Birth _____ Driver's License no. & State _____

Detailed Explanation of Business Activity to be Conducted at Location

Estimated Annual Gross Receipts (At This Location) \$ _____ No. of Employees (Exclude Owners) _____

Construction Industry Licensing Board Card No. & Expiration Date (If Applicable) _____

Are the Owners United States Citizens? ☐ Yes ☐ No (If no, please provide proof of alien registration)

TO BE COMPLETED BY APPLICANT (Must be signed by owner, partner, or authorized officer of corporation)

I, _____, being duly sworn according to law, do swear that the facts stated by me in the above and foregoing answers are true and no false or fraudulent statement is made herein. I will obtain within sixty (60) days of this application City of Marietta certificates of occupancy and fire inspections.

Date _____ Applicant's Signature _____

Any check submitted with this application will be deposited by the City of Marietta. However, the depositing of such check does not constitute the grant of a license and every license must follow the normal review process prior to a final determination on whether to grant or deny the license. Further, the submittal of an application does not entitle the applicant to engage in the business applied for. Only the final and complete issuance of the license constitutes authority to transact such business.



HOME-BASED BUSINESS ACKNOWLEDGEMENT

"If this is a home based business you must fill in residential information on the application and provide proof of residency in the form of a copy of an electric bill or lease agreement"

By affixing my signature below, I (print name) _____ hereby acknowledge and affirm that I have been provided a copy of the City of Marietta's zoning standards as they apply to home occupational permits. I hereby agree to fully comply with said standards (as established in Section 712.04 of the City of Marietta Comprehensive Development Code), and if found in violation, understand that my business license may be revoked immediately in addition to other penalties under law.

Name of Business

Address of Business

Signature

Date

712.04

Home Occupations

A. Intent and Purpose.

Certain occupational uses termed "home occupations" are allowed in dwelling units on the basis that such uses are incidental to the use of the premises as a residence. They have special regulations that apply to ensure that home occupations will not be a detriment to the character and livability of the surrounding neighborhood. The regulations ensure that the accessory home occupation remains subordinate to the residential use and the residential viability of the dwelling is maintained. The regulations recognize that many types of jobs can be done in a home with little or no effect on the surrounding neighborhood and, as such, may be permitted provided such uses:

1. Are incidental to the use of the premises as a residence;
2. Are conducted within the bona fide residence of the principal practitioner;
3. Are compatible with residential uses;
4. Are limited in extent and do not detract from the residential character of the neighborhood.

B. Definition of Accessory Home Occupations.

There are two types of home occupations, Type A and Type B. Permit requirements and uses allowed in each type vary and are allowed only if they comply with all of the requirements of this ordinance. Deviation from any standard requires a variance approval from City Council.

1. In Type A home occupations resident(s) use their home as a place of work, home office or business mailing address. Employees or customers are prohibited from coming to the site. Examples include artists, crafts people, writers and consultants.
2. In Type B home occupations resident(s) use their home for work, which requires or results in either an employee or consultant or agent or subcontractor or customer coming to the site. Examples are counseling, tutoring, and certain office uses. Type B home occupations must obtain a Special Land Use Permit from City Council due to their greater possible impact on the surrounding neighborhood as a result of individuals and visitors from outside the neighborhood coming to the property.

C. General Provisions and Prohibited Uses.

All home occupations shall meet the following:

1. A home occupation shall be incidental and accessory to the use of a dwelling as a residence. No more than 750 square feet or 25% of the floor space of the dwelling unit, whichever is less (including attached garages) may be used for the occupation.
2. There shall be no exterior evidence of the home occupation or alteration of the residence and/or accessory buildings to accommodate the home occupation. Internal or external changes which will make the dwelling appear less residential in nature or function are prohibited. Examples of such prohibited alterations include construction of parking lots, paving of required setbacks, or adding commercial-like exterior lighting. Any alteration or addition which expands the floor area of the principal structure dedicated to the home occupation use shall void the existing business license and require a new business license be obtained, subject to property compliance verification by the Department of Development Services. For Type B home occupations, a new public hearing must be held for the rights associated with the Special Land Use Permit to be reestablished.
3. There shall be no outside operations or exterior storage of inventory or materials to be used in conjunction with a home occupation.
4. Off-site employees of the resident shall not congregate on the premises for any purpose concerning the home occupation nor park their personal vehicles at the location.
5. No article, product or service used or sold in connection with such activity shall be other than those normally found on the premises.
6. No more than one vehicle associated with the home occupation may be parked at the site. Such vehicle is limited to 1 1/2 ton carrying capacity and must be used exclusively by the resident and parked on a valid improved surface.
7. No use or activity may create noise, dust, glare, vibration, smoke, smell, electrical interference or any fire hazard.
8. All home occupations shall be subject to periodic inspections by the Department of Development Services.
9. Any type of repair or assembly of vehicles or equipment with internal combustion engines (such as autos, motorcycles, marine engines, lawn mowers, chain saws and other small engines) or of large appliances (such as washing machines, dryers, and refrigerators) or any other work related to automobiles and their parts is prohibited.
10. Group instruction, assembly or activity shall be prohibited.
11. Accessory home occupations may not serve as headquarters or dispatch centers where employees come to the site and are dispatched to other locations.
12. The Department of Development Services must approve all business licenses which shall be recertified annually.

D. Specific Criteria for Type A Home Occupations.

In addition to the general criteria established in Subsection C, Type A home occupations are subject to the following restrictions:

1. No clients, non-resident employees or customers are allowed on the premises.
2. Pickups from and deliveries to the site in regard to the business shall be restricted to vehicles which have no more than two axles and shall be restricted to no more than two pickups or deliveries per day between the hours of 8 a.m. and 6 p.m.
3. No signage regarding the home occupation is permitted on the property.
4. No advertisement shall be placed in any media (including flyers soliciting business) containing the address of the property.

Department of Development Services
205 Lawrence Street
Marietta, Georgia 30060
Rusty Roth, Director



205 Lawrence Street
Drawer 609
Marietta, Georgia 30061-0609

Business License Manager
Telephone: (770) 794-5520
Fax: (770) 794-5685

Mayor's Office: (770) 794-5502
City Manager's Office: (770) 794-5507
City Clerk's Office: (770) 794-5526

Instructions and Information

Welcome to the City of Marietta. We are delighted that you have come to the City of Marietta to conduct your business. Should you have need for any assistance, please call us at (770) 794-5520. Even though you may have already submitted an application for your business license, which is required prior to conducting your business in the City, you may need to contact other departments in the City for certain services. May we suggest the following for assistance:

1. **Utilities, including Marietta Power** (770) 794-5152 Jasmine Chatman
2. **Zoning information and inspections** (770) 794-5671 Shelby Little (770) 794-5670 Rusty Roth
3. **Check the Tree Protection Ordinance before beginning any tree removal.** (770) 794-5670 Rusty Roth
4. **Permits for signs are required.** (770) 794-5671 Shelby Little (770) 794-5670 Rusty Roth
5. **Permits for building construction, repairs, permits, air conditioning and heating inspections, building inspections, plumbing inspections.** (770) 794-5651 Mark Rice
6. **Electrical inspection or permits** (770) 794-5647 David Pritchett (leave a voice mail)
7. **Permits and/or fingerprints for alcoholic beverage applications/manager permits, adult entertainment, massage parlors, pawnshops, and solicitors** (770) 794-5341 Nicole Oddi, Marietta Police Department
8. **Certain permits are required for any new signs or structural work done at your business site located in the City, the Downtown Marietta Development Authority (DMDA) or the Marietta Historical District.**
If you are in the DMDA area, signs and structural changes must be approved by the DMDA prior to construction work being done in addition to other possible requirements from the City of Marietta.
(770) 794-5502 Betsy Kelley
9. **Any monies owed the City for license fees, permit fees, utilities and taxes must be paid prior to the permit being released or the conduct of any work in the City being done.**
(770) 794-5520 Business License Division
(770) 794-5680 Property Tax Division
(770) 794-5150 Marietta Power and Water
10. **All new businesses within the City of Marietta must contact the Marietta Fire Department to obtain an inspection prior to operating their business.**
(770) 794-5466 Marietta Fire Department
11. **New construction or renovation done prior to a business occupying a new facility or building, shall meet all code requirements for permits and licenses. Certificate of Occupancy shall be issued prior to the business beginning operation.**
Note: Each business shall be in compliance with all aspects of the Marietta City Code prior to beginning operation in the City. Building Permits 770-794-5454
12. **Food Service or Restaurants need a health inspection report.**
(770) 435-7815 Cobb County Environmental Health or (404) 656-3621 Georgia Department of Agriculture
13. **Personal Property Tax**
Please note that even though your business is located in the City of Marietta, by law, Cobb County is responsible for all tax assessments.
(770) 528-3123 Cobb County Personal Property Division
14. **Transportation and moving related businesses**
(678) 413-8732 Department of Motor Vehicle Safety, Commercial Vehicle Compliance

We look forward to being of service to you and assisting you with City of Marietta services.

*Notify this office of any change of address, ownership, firm name, or classification.

Affidavit Verifying Status (O.C.G.A. § 50-36-1(e)(2) Affidavit)

Please read carefully before completing

- Affidavit must be notarized prior to being submitted to the Business License Division.

The City cannot notarize this affidavit. ***

- Include a copy of applicant's secure and verifiable identification document. A list of secure and verifiable documents is provided by the Attorney General on the Georgia Department of Law website.

By executing this affidavit under oath, as an applicant for a(n) Business License/Occupation Tax Certificate, as referenced in O.C.G.A. § 50-36-1, from the City of Marietta, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☐ I am a United States citizen. **(Provide state issued identification document. Example: driver's license)**
- 2) ☐ I am a legal permanent resident of the United States. **(Provide copy of alien registration document)**
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. **(Provide copy of alien registration document)**

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties allowed by such statute.

Executed in _____ (city), _____ (state)

SUBSCRIBED AND SWORN BEFORE

ME ON THIS, THE _____ DAY

OF _____, 20____.

Signature of Applicant

Printed Name of Applicant

NOTARY PUBLIC

My Commission Expires:

****This affidavit does not apply to an applicant applying for or renewing an application for a public benefit within the same agency or political subdivision; if the applicant has previously complied with the requirements of Georgia Code Section 50-36-2 by submission of a secure and verifiable document, as defined in Code Section 50-36-2, and a signed and sworn affidavit affirming that such applicant is a United States citizen.*

Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, as an applicant for a(n) business license/occupation tax certificate as referenced in O.C.G.A. § 36-60-6(d), from the City of Marietta, Georgia, the undersigned applicant representing the private employer known as

_____ [printed name of private employer i.e. business name] verifies one of the following with respect to my application for the above mentioned document:

1. Check box (a) or (b) below

(a) ☐ On January 1st of the below signed year the individual, firm, or corporation employed **more than ten (10) employees.**

(b) ☐ On January 1st of the below signed year the individual, firm, or corporation employed **ten (10) or fewer employees.**

*****If the employer checked box (a) must fill out Section 2 below.**

2. By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. Furthermore, the undersigned private employer hereby attests that its federal work authorization company identification number (not federal employer identification number) and date of authorization are as follows:

_____ Federal Work Authorization Company Identification Number

_____ Date of Authorization

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties allowed by such statute.

Executed on the ____ Day of _____, 20____ in _____ (City), _____ (State)

Signature of Authorized Officer or Agent of Company

Printed Name of and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires:
