RESIDENTIAL LEASE



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		Date:	
1 PARTIES			(hereinafter referred to as Lessor
2	hereby	leases	to3 (hereinafter referred to as
Lessee) the following described pr	operty:		
4 5 PREMISES			Apt. #
6 in		for us	Apt. # se by Lessee as a private residence only.
7 (City)	(State)	(Zip)	
8 0 TEDM This lasso is for a tarm of	f months commonsing	on the	day of,
10 and ending on the last calendar	day of,	on the	day 01,
11			
13 the other party written notice at 14 renews this lease and all of the 15	<u>WAL</u> If Lessee, or Lessor, desires that this least days prior to that date. F terms thereof except that the lease will the	Failure of either party to give the ended on a month to month based on a month to month based on the based of the second se	his required notice automatically sis.
17 dollars payable in advance on c	nd in consideration of a monthly rental of r before the 1st day of each month at		
18	before the 1st day of each month at		Lessee agrees to pay Lessor the sum of
19			dollars which is
20 prorated rental for the period	thru,	If rent is paid by th	e
21 of the month, Lessee shall be en	ntitled to a deduction of	dollars per month, or a	net rental of of the month
23 Lessee shall be considered deliv	wever, that if the rent due is not received aquent. If Lessee pays by check and said	check is not honored on prese	ntation for any reason
24 whatsoever, Lessee agrees to pa	ay an additional sum of	as a pe	nalty. This penalty provision is not to be
25 considered a waiver or relinquis 26 NSF check; Lessor may require	shment of any of the other rights or reme all future payments in the form of mone	dies of Lessor. At Lessor's dise	cretion after receipt of
27 to Lessee of this requirement. 28			
	xecution of this lease, Lessee agrees to d		
 This deposit shall be non-intered and conditions of this lease. This is remained by the second sec	xecution of this lease, Lessee agrees to d st bearing and is to be held by Lessor as s is security deposit is not an advance renta deposit is not to be considered liquidate and faithfully perform all of the terms and so not have the right to cancel this lease as the security deposit to reimburse Lessor f ang any of the articles or equipment that re- tions will also be made to cover any unpa- tion of this lease and for which Lessee ty deposit, Lessee agrees to pay all exper- t, excess charges shall be paid in addition	security for the full and faithful and <u>Lessee may not deduct p</u> d damages. In the event of for conditions of this lease, Less and avoid his obligations hereu for the cost of repairing any da may be damaged beyond repair aid amounts owed to Lessor for is responsible. In the event th uses and cost to Lessor. In the	al performance of the terms portion of the deposit from feiture of the security deposit or retains all of his other inder by forfeiting said mage to the premises or r, lost or missing at the or any damage, loss, or iat damages or other charges event there has been a
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30 This deposit shall be non-intered 31 and conditions of this lease. This 32 rent due to Lessor. This security 33 due to Lessee's failure to fully a 34 rights and remedies. Lessee doe 35 security deposit. 36 37 Deductions will be made from to 38 equipment or the cost of replaci 39 termination of this lease. Deduce 40 charges occurring prior to termid 41 exceed the amount of the security deposit 43 44 Should there be any damage to 45 family, guest or Agents, Lessee 46 or equipment. This includes but 47 due to improper bath/shower us 48 49 Not withstanding any other provide 50 deposit aforesaid shall be autom 51 where such abandonment occur 52 and either party has given the o 53 Forfeiture of the security deposit 45 55 The leased premises must be refield to an accounting and a more 50 have been fulfilled, including refield to an accounting and a more 51 where such abandon the security deposit 45 55 The leased premises must be refield to an accounting and a more 51 where such abandon the security deposit 54 55 The leased premises must be refield to an accounting and a more 51 where such abandon the same 51 have been fulfilled, including refield to an accounting and a more 51 where such abandon the same 51 have been fulfilled, including refield to an accounting and a more 51 have been fulfilled, including refield to a more 51 have been fulfilled, including refield to a more 51 have been fulfilled, including refield to a more 51 have been fulfilled, including refield to a more 51 have been fulfilled, including refield to a more 51 have been fulfilled, including refield to a more 51 have been fulfilled, including refield to a more 51 have been fulfilled, including refield to a more 51 have been fulfilled, including refield to a more 51 have been fulfil	st bearing and is to be held by Lessor as a is security deposit is not an advance renta- y deposit is not to be considered liquidate and faithfully perform all of the terms and as not have the right to cancel this lease and the security deposit to reimburse Lessor f and gain of the articles or equipment that re- tions will also be made to cover any unper- tention of this lease and for which Lessee ty deposit, Lessee agrees to pay all exper- t, excess charges shall be paid in addition the leased premises or equipment therein agrees to pay Lessor when billed the full t is not limited to garbage disposal, plumb age. visions expressed or implied herein, it is natically forfeited should Lessee vacate or s during the last month of the term of this ther timely written notice that his lease w it shall not limit Lessor's rights nor Lessee turned to the Lessor in as good condition d tear. Lessor agrees to deliver the premise e in like condition at the termination of the return of the security deposit within 30 de- turn of the keys to the Lessor. Lessee shall hises shall be occupied only by the person	security for the full and faithful and <u>Lessee may not deduct p</u> d damages. In the event of for conditions of this lease, Less and avoid his obligations hereu for the cost of repairing any da may be damaged beyond repair aid amounts owed to Lessor for is responsible. In the event th hases and cost to Lessor. In the to the amount of the said sect amount necessary to repair or bing problems due to improper specifically understood and ag r abandon premises before the s lease, and Lesse has paid all ill not be renewed under its at e's obligations. as they were at the time the L has clean and free of trash at th his lease. At the termination of ays thereafter, providing all of all provide Lessor with a forw as listed below. Other occupan of 10 days.	al performance of the terms portion of the deposit from feiture of the security deposit or retains all of his other inder by forfeiting said amage to the premises or r, lost or missing at the or any damage, loss, or that damages or other charges event there has been a urity deposit. The epted, caused by Lessee, his r replace the damaged premises r usage, also water problems greed that the entire security e expiration of this lease, except I rent covering the entire term atomatic renewal provisions. The beginning of this lease and f this lease, the Lessee shall be the obligations of the lessee arding address, in writing.

LESSOR'S INITIALS

67 Property Address:

Date:

68 <u>PETS</u> No pets shall be allowed on the premises at any time. However, this provision shall not preclude Lessor modifying any lease 69 to allow pets by mutual written agreement between Lessor and Lessee.

70 71

72 <u>SUB LEASE</u> Lessee is not permitted to sublet or grant use or possession of the leased premises without the written consent of 73 Lessor and then only in accordance with the terms of this lease. Any expense associated with subleasing the premises shall be paid 74 by ______

74 75

76 DEFAULT, ABANDONMENT OR EVICTION Should the Lessee fail to pay the rent or any other charges arising under this 77 lease promptly as stipulated or should premises be abandoned by Lessee (it being agreed that an absence of Lessee from the leased 78 premises for five consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment) or 79 should Lessee begin to remove furniture or any substantial portion of Lessee's personal property to the detriment of Lessors lien, or 80 should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee make an assignment 81 for the benefit of creditors, then in any of said events, Lessee shall be in default and the rental of the whole of the unexpired term of 82 this lease, together with any attorney's fees, and all other expenses shall immediately become due. Lessor may proceed one or more 83 times for past due installments without prejudging his rights to proceed later for the rent for the remaining term of this lease. 84 Similarly, in the event of any such default, Lessor retains the option to cancel this lease and obtain possession of the premises in 85 accordance with the provisions of Article 4701, et. seq. of the Louisiana Code of Civil Procedure. In the event of such cancellation 86 and eviction, Lessee is obligated to pay any and all rent and expenses due and owing through the day said premises are re-rented or 87 this lease expires, whichever is sooner. Lessee is obligated to pay any collection and eviction costs and attorney's fees. In the event 88 the premises are abandoned as defined above, Lessee grants to Lessor the right to dispose of belongings remaining in the premises 89 in any manner Lessor chooses without any responsibility or liability to Lessee for any loss which Lessee may sustain from said 90 disposition. Lessee shall be responsible for any cost incurred by removal of these belongings. 91

92 <u>OTHER VIOLATIONS, NUISANCE</u> Should the Lessee at any time violate any of the conditions of this lease, other than the 93 conditions provided in the immediately preceding paragraphs under the heading "Default, Abandonment, or Eviction" or should the 94 Lessee discontinue the use of the premises for the purposes for which they are rented or fail to maintain a standard behavior 95 consistent with the consideration necessary to provide reasonable safety, peace and quiet to others, such as but not limited to, 96 being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or knowingly engaging in any unlawful 97 or immoral activities, or failure to abide by any Rules and Regulations, and should such violation continue for a period of five days 98 after written notice has been given Lessee (such notice may be posted on Lessee's door) or should such violation again occur after 99 written notice to cease and desist from such activity or disturbance, then, Lessee shall be in default and Lessor shall have the right 100 to demand the rent for the whole unexpired term of this lease which at once becomes due and payable or to immediately cancel 101 this lease and obtain possession of the premises in accordance with the provisions of Article 4701, et. seq. of Louisiana Code of 102 Civil Procedure, or to exercise any further rights granted by this lease or available by law.

103

104 <u>RULES & REGULATIONS</u> Lessee acknowledges receipt of a copy of and agrees to comply with the Rules and Regulations. 105 Lessee agrees to comply with any additions and/or modifications to these Rules & Regulations or with other Rules & Regulations 106 which may be established, adopted by the Lessor and which may be posted on the leased premises, and/or mailed, and/or delivered 107 to Lessee.

108

109 <u>CONDITION, REPAIRS, ADDITIONS AND ALTERATIONS OF PREMISES</u> Lessor warrants that the leased premises are in 110 good condition. Lessor shall be responsible for the repair of electrical, plumbing, air conditioning and heating system provided the 111 repair is not caused by misuse or neglect by the Lessee. Lessee agrees to use the same with care, and to perform the usual cleaning 112 and household maintenance customarily required. Air conditioning and heating filters are the responsibility of Lessee. The running 113 of the unit with dirty filters is not permitted. Lessee acknowledges that he has been provided the opportunity to inspect the premises 114 and accepts it in its current condition and agrees to keep it in same condition during the term of this lease at his expense and to 115 return it to Lessor in the same or better condition at termination of this lease, normal decay, wear and tear excepted. The only 116 exceptions to this area are repairs/improvements that Lessor specifically agrees to perform on the premises as may be outlined in 117 the "SPECIAL CONDITIONS" section of this lease.

119 Lessee shall not make any additions or alterations to the premises without written permission of the Lessor. Lessor or his employees 120 shall have the right to enter the premises for the purpose of inspection or making repairs necessary for preservation of the property. 121 Any additions or alterations made to the property by the Lessee shall become the property of the Lessor at the termination of this 122 lease unless otherwise stipulated herein. Lessee expressly waives all right to compensation for any additions or alterations made to 123 the premises. The Lessor, at his option, may require the premises to be returned to its original condition at Lessee's expense. 124

125 <u>OCCUPANCY</u> Should Lessor be unable to provide occupancy on the date of the beginning of this lease due to causes beyond 126 control of Lessor, this lease shall not be affected thereby, but Lessee shall owe rent beginning only with the day on which he can 127 obtain possession. Lessee shall not be entitled to any damages beyond the remission of rent for such term during which he is 128 deprived of possession. Should Lessor be unable to provide occupancy within 10 calendar days from the commencement of this 129 lease as stipulated herein, the Lessee shall have the option of terminating this lease by giving written notice to Lessor. 130

131 Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen 132 event not due to any fault or neglect of Lessee, then Lessee shall be entitled to a refund of any prepaid rents for the unexpired term 133 of the lease. However, Lessee shall not be entitled to a reduction of the monthly rent or cancellation of this lease because of a 134 temporary failure of utilities, heat, air conditioning or temporary closing of swimming pool and/or a reasonable delay in completing 135 agreed to improvements to the premises as specified in the "SPECIAL CONDITIONS" section of this lease.

137 <u>SURRENDER OF PREMISES</u> At the expiration of this lease, or its termination for other causes, Lessee is obligated to immediately 138 surrender possession, and should Lessee fail to do so, he consents to pay any and all damages, but in no case less than five times the 139 rent per day, plus attorney's fees, and other related costs.

140

141 *LIABILITY* If any employee or representative of Lessor renders any services (such as parking, washing or delivering automobiles, 142 handling of furniture or other articles, cleaning the rented premises, package delivery, or any other service) for or at the request of 143 Lessee, his family, employees or guests, then, for the purpose of such service, such employees shall be deemed the servant of Lessee, 144 regardless of whether or not payment is arranged for such service, and Lessee agrees to release Lessor and his agents and/or 145 representatives and to hold them harmless of any and all liability arising therefrom.

146

147 Neither Lessor nor his agents and/or representatives shall be liable to Lessee, or to Lessee's employees, patrons and visitors, or to 148 any other person for any damage to person or property caused by any act, omission or neglect of Lessee or any other tenant of said 149 leased premises and Lessee agrees to defend, indemnify and hold Lessor, his agents and/or representatives harmless from all claims 150 for any such damage, whether the injury occurs on or off leased premises.

151 Property Address:

Date:

152 Lessee hereby releases and holds Lessor, his agents and/or representatives harmless and agrees to defend and indemnify Lessor 153 from any damage or injury to persons or property caused as a result of the use of the swimming pool by Lessee or any persons 154 making use of said through the use, permission or consent of Lessee. 155

156 Lessee assumes responsibility for the condition of the premises. Lessor is not responsible for damage caused by leaks in the roof, 157 bursting of pipes by freezing or otherwise, or any vices or defects of the leased property, or the consequences thereof, except in 158 case of positive neglect or failure to take action toward the remedying of such defects within a reasonable amount of time after 159 receiving written notice of such defects. Should lessee fail to promptly so notify Lessor in writing, of any such defects, Lessee will 160 become responsible for any damage or claims resulting to Lessor or other parties.

161
162 Lessee understands that neither Lessor, his agents and/or representatives carries Hazard or Flood insurance on Lessee's contents
163 in leased premises. Lessor is not responsible for damage or loss of Lessee's personal property. Lessor encourages lessee to acquire
164 adequate insurance to protect themselves and their personal property.

165

166 Lessor and Lessee acknowledge that the return or disposition of Lessee's deposit is a decision made exclusively by the Lessor in 167 accordance with the applicable rules of the Louisiana Real Estate Commission, the terms and conditions of this lease, and the require-168 ments of law. Said parties acknowledge that the Lessor's agent is likewise bound to the applicable rules of the Louisiana Real Estate 169 Commission and cannot return the deposit, if held by agent, in the absence of mutual written agreement except in accordance with 170 the rules and regulations of the Louisiana Real Estate Commission. Accordingly, both Lessor and Lessee release and discharge said 171 agent from any and all liability or responsibility of agent relating to the return of such deposit, except in the event agent breaches 172 the rules and regulations of the Louisiana Real Estate Commission. Lessee acknowledges that the actions of the agent regarding this 173 entire lease is made solely and at the direction of the Lessor.

174

175 <u>SIGNS & ACCESS</u> Lessor reserves the right to post on the premises "For Sale" signs at any time and "For Rent" signs can be placed 176 on property______days prior to expiration of lease. Lessee will also permit Lessor, his agents and/or representatives to have 177 access to the premises for the purpose of inspection, sale or leasing at reasonable intervals between the hours of 8:00 am to 8:00 pm. 178 If Lessee refuses request for access, this shall constitute a violation of the lease.

179
180 <u>ATTORNEYS FEES</u> Lessee further agrees that if an Attorney is employed to protect the rights of the Lessor hereunder, Lessee will
181 pay the fee of such attorney. Such fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$300.00
182 whichever is greater. Lessee further agrees to pay all court costs and sheriff's charges and all other expenses involved.
183

184 <u>NOTICES</u> All notices required to be given under the terms of this lease shall be in writing, and if mailed, by certified mail addressed 185 to Lessee at the herein leased premises or to Lessor at the address appealing in this lease, and such mailing constitutes full proof of 186 and compliance with the requirement of notice, regardless of whether addressee received such notice or not. Notices may also be 187 given in writing by hand delivery, or by attaching to door of premises.

188

 189 <u>COMMISSIONS</u> Lessor, his heirs, successors or assigns, agrees to pay to_______its heirs, 190 successors or assigns a lump sum cash commission of _______which commission is earned and payable
 its heirs, 190 successors or assigns a lump sum cash commission of ______which commission is earned and payable

 191 upon execution of this lease, and a similar commission on any extension or renewal of this lease and also a commission of _______
 192 of the negotiated price of any

agreement to sell, exchange or option made with or through Lessee during the term 193 of this lease or any renewal and/or extension thereof or within 180 days after the expiration of this lease or any renewal thereof. 194

195 In consideration of services rendered by agent in negotiating this lease, Lessor hereby agrees that in the event the herein leased 196 property is sold or transferred during the term of this lease and there are any unpaid commission still due agent, Lessor will pay 197 same lump sum in cash at the time property is sold or transferred.

198

199 <u>OTHER CONDITIONS</u> The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and 200 conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right 201 thereafter to enforce any such terms, covenant, agreement and condition, but the same shall continue in full force and effect. 202

203 It is understood that the terms "Lessor" and "Lessee" are used in this lease, and they shall include the plural and shall apply to all 204 persons, both male and female. All obligations of Lessee are joint, several and in solido.

206 This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by Lessor on the entire 207 property of which the leased premises forms a part.

208

209 <u>UTILITIES</u> Lessee shall maintain all utility services, including water, gas, electricity, phone, garbage collection, and lawn and 210 garden care, in Lessee's name and shall promptly pay all charges due thereon, during the term of this lease unless otherwise noted. 211

212 **WAIVER OF NOTICE** Upon termination of the right of occupancy for any reason, Lessee hereby expressly waives notice to vacate 213 premises prior to institution of eviction proceedings in accordance with La. CCP Article 4701 and La. CC Article 2713. 214

215 <u>MISCELLANEOUS PROVISIONS</u> No cars to be parked on lawn or walkways. Cars to be parked only in designated areas. No holes 216 shall be drilled in the walls, woodwork or floors are permitted. No painting or papering of walls is per-

217 mitted without written consent of Lessor. Lessee shall not allow the cable/phone company to wire the premises for cable without 218 Lessor's written permission. No waterbeds are allowed. No foil in windows is allowed. Garbage to be placed in designated receptacle. 219 If no receptacle is provided, garbage is to be placed on curb as prescribed by law in a proper receptacle provided by Lessee. 220

221 Lessee is to furnish Lessor with a list of deficiencies noted by Lessee at the time of occupancy. This is to be held by Lessor in case 222 of dispute as to move-in condition of property.

224 SPECIAL CONDITIONS

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 233 toxins which i 234 "Protect Your 235 of lead base p 236 to Lessor any 237 assume the us 238 sentatives from 	may cause series Family From I aint. Having kr condition whice and occupance many claims re- or, his agents an	bus injury or death Lead in Your Hom nowledge of these the may lead to dan buy of the herein lease elating to or sustain nd/or representative	if consumed or ing e" pamphlet has be facts, Lessee agree hage or injury beca used premises at his hed as a consequen yes from any claim	hat the premises may contain lead gested into the human body, and le een called to their attention with re es to maintain the premises in a rea use of lead, asbestos or other toxin s own risk and hereby releases Les ce thereof, and further agrees to he s made by Lessee, residents of his	essee acknowledges that the espect to notice and information sonably safe condition, to report ns, and Lessee further agrees to sor, his agents and/or repre- old harmless, defend and in-
241					
242 LESSOR:	Were there an	y structures built of	on this property pri	or to 1978?	
243	Yesٹ	No	Unknown		
244					
	nown is check	ed, this Residentia	l Lease is submitte	d with Lessor's Disclosure of Info	rmation on Lead-Based Paint and
246 Lead-Based P					
247					
248					
249LESSEE'S IN	NITIALS	LESSEE'S I	NITIALS	LESSOR'S INITIALS	LESSOR'S INITIALS
250					
				phlet regarding common mold rela	
					this section, Lessee acknowledges that
	agent has prov	ided Lessee with t	he EPA website er	habling Lessee to obtain information	on regarding common mold related
254 hazards.					
255					
256 LESSEE'S I	NITIALS	LE	SSEE'S INITIAL	S	
257					
258 <u>SEX OFFEN</u>	DER AND CH	ILD PREDATOR	REGISTRY NOT	TICE: The Louisiana Bureau of Cr	iminal Indentification and Information
259maintains a Sta	ate Sex Offende	er and Child Preda	tor Registry, which	h is a public access database of the	locations of individuals required to
260 register pursua	ant to LSA-R.S	5. 15:540 et seq. Sl	neriff's Department	t and Police Departments serving j	urisdictions of 450,000 also maintain
261 such informat	ion. The State S	Sex Offender and	Child Predator Reg	gistry database can be accessed at	www.lasocpr.lsp.org/socpr/ and contains
					p code, city, Parish or by offender name.
				925-6100 or mail at P.O. Box 666	
264 Louisana 7089	96. You can als	so email State Serv	rices at SOCP@dp	os.state.la.us for more information	I.
265					
266 LESSEE'S I	NITIALS	LE	SSEE'S INITIAL	S	
267					
				um contain this entire lease. If any	
269 contrary to lav	w, the remaind	er of this lease sha	Il be unaffected. A	Any changes must be agreed upon	in writing, and signed by Lessor
270 and Lessee.					
	r				
	WE	DO BUSINESS I	NACCORDANC	E WITH FEDERAL FAIR HOU	JSING LAWS
	FAC	SIMILE SIGNAT	FURES ARE ACC	CEPTABLE AND BINDING AS	ORIGINALS

THIS IS A BINDING LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.

271 X			X		
272 Lessee Signature		Date	Lessor Signature	Date	
273			_		
274					
275 X			X		
276 Lessee Signature		Date	Lessor Signature	Date	
277					
278					
279 Agent Name	Company		Phone #	Listing Agent I.D. #	
280					
281					
282 Agent Name	Company		Phone #	Leasing Agent I.D. #	
283					
284					
285 FOR REPAIRS/MAIN	TENANCE CALL:				
286		Name		Phone	
				D 4 64	

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