

RESIDENTIAL LEASE
AGREEMENT



Lessee(s), _____, hereby offers to lease
from the Lessor the Premises situated at: _____
_____ in _____ County, State of Mississippi.

The following furnishings are included: _____

TERM: The term hereof shall be _____ months commencing on _____ and ending on _____.
A thirty day written notice is required by any party not intending to renew this lease. Tenancy may be terminated by either party after the expiration date of this agreement by giving written notice of intent to terminate to the other party not less than thirty days before the proposed date of termination. Failure of either party to give this required written notice will automatically renew this lease and all terms thereof on a month-to-month basis.

Tenant is taking occupancy of above property on _____ and is paying pro-rated rent in the amount of \$ _____.

1. **MILITARY CLAUSE:** It is expressly agreed that if the Lessee herein should receive official military orders, relieving him from station or relieving him from active duty, he may terminate his lease upon written notice of his intention to do so without rent penalty, which notice shall have attached a copy of official military orders or a letter signed by the party's commander reflecting the change which warrants termination under this clause. Such termination shall become effective thirty (30) days after the date of receipt of written notice by the Lessor and all monthly rent is due and payable in advance through thirty (30) day notice period. **OFFER OF BASE HOUSING DOES NOT WARRANT TERMINATION OF LEASE.**
2. **RENT:** This Lease is made and accepted for and in consideration of the rental price of \$ _____ per month, plus utilities, payable monthly and in advance on the first (1st) day of each calendar month during the term of this Lease at the Lessor's address as shown on the signature page. **PAYMENTS MUST BE PAID BY PERSONAL CHECK, MONEY ORDER, CASHIER'S CHECK OR CERTIFIED CHECKS ONLY. **NO CASH WILL BE ACCEPTED!****
3. **LATE PAYMENTS AND RETURNED CHECKS:** Unpaid rent after the first (1st) of the month is delinquent. RENT PAID ON OR AFTER THE FIFTH (5TH) DAY OF ANY MONTH IS SUBJECT TO A LATE CHARGE OF TEN PERCENT (10%) OF THE RENT AMOUNT. After the (10th) day of any month all charges must be paid in certified funds **ONLY**, in the form of Money Order, Cashier Check, or Certified Check **ONLY**. Any dishonored check will result in an additional \$45.00 service charge. Late fee will also be charged if reimbursement of NSF check is after the 5th. After receiving two (2) NSF checks, all future payment must be made in the form of Money Order, Cashier Check, or Certified Check **ONLY**.
4. **SECURITY DEPOSIT:** Lessee shall pay a security deposit of _____ (Dollars.) This deposit shall be non-interest bearing and is to be held by the Lessor as security for the full and faithful performance of the

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terms and conditions of this lease. This security deposit is not an advance rent payment. LESSEE MAY NOT DEDUCT FROM ANY PORTION OF THE DEPOSIT RENT DUE TO LESSOR. The security deposit, at Lessor's discretion, may be considered liquidated damages. In the event of a forfeiture of the security deposit due to Lessee's failure to fully and faithfully perform all the terms and conditions of this lease, Lessor retains all of his or her rights and remedies. Lessee does not have the right to cancel this lease and avoid his obligations hereunder by forfeiting said security deposit.

Deductions may be made from the security deposit to reimburse Lessor for the cost of repairing any damage to the premises or equipment or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at the termination of this lease. Deductions may also be made to cover any unpaid amounts owed to Lessor for any damage, loss or charges occurring prior to termination of this lease and for which Lessee is responsible and Lessee shall immediately deposit additional funds with Lessor to cover any shortage in security deposit incurred as a result of said deduction. In the event that damages or other charges exceed the amount of the security deposit, Lessee agrees to pay all expenses and costs to Lessor. In the event there has been a forfeiture of the security deposit, excess charges shall be paid in addition to the said security deposit. There will be a minimum charge of \$200.00, or actual costs incurred if greater, from the security deposit for all moving out cleaning expenses, if cleaning is necessary.

Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that the entire security deposit aforesaid shall be automatically forfeited should Lessee vacate or abandon premises before the expiration of this lease, except where such abandonment occurs during the last month of the term of this lease, and Lessee has paid all rent covering the entire term and either party has given the other timely written notice that this lease will not be renewed under its automatic renewal provisions. Forfeiture of the security deposit shall not limit Lessor's rights or Lessee's obligation.

The leased premises must be returned to the Lessor in as good condition as they were at the time the Lessee first occupied same, subject only to normal wear and tear. Provided all of the obligations of the Lessee have been fulfilled, including return of the keys and providing Lessor with a forwarding address in writing, the balance of all refundable deposits shall be mailed to Lessee together with a statement showing any charges made against such deposits by Lessor within forty-five (45) days from date of inspection after possession is delivered to Lessor.

5. **KEYS:** Lessor will provide two (2) sets of keys to Lessee. All keys must be returned when vacating the property. A \$25.00 key replacement fee will be charged for unreturned keys. If, for any reason, a new lock is installed in the property, the property management office must immediately be provided with two duplicate keys.
6. **PETS:** Lessee may not be allowed to keep or maintain any pets on the premises. However, this provision shall not preclude Lessor from modifying any lease to allow pets by mutual written agreement between Lessor and Lessee. If pets are permitted, Lessee will be responsible for any pet damages and for flea and tick control. In addition to security deposit described in paragraph five (5) of this agreement, an additional \$250.00 deposit per pet will be charged Lessee upon occupancy of which \$250.00 per pet shall be non-refundable.

Pets: _____ \$ _____ non-refundable pet fee.

7. **UTILITIES:** Lessee shall pay for all utilities (gas, water, electricity) and or services supplied to the premises. Lessor has no control over the utility companies who supply the utilities and shall in no event be liable for interruptions thereof.
8. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from any claims for damages or injury to Lessee, Lessee's family, invites, guests or any other person, or any property no matter how caused. Lessor shall not be liable for any loss or damage or for any acts, intentional or of negligence of any employee or any co-Lessee or any of Lessee's servants or occupants or any other such person whomsoever in or about the premises or any part thereof or in common areas thereof. All personal property placed in the premises or in any storage rooms or in any common

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storage room provided by Lessor in any other portion of the real property of which the premises are a part shall be at the risk of Lessee or the parties owning the same.

9. **INSURANCE:** Lessor shall not insure Lessee's personal contents, nor provide Lessee insurance coverage for any personal injury or property damage including that caused by an act or omission of any other Lessee or third party, or by criminal act or activity, war, riot, fire, or act of God.

Lessee shall carry renters insurance covering his personal items including furniture. Lessee shall obtain and pay for any additional insurance coverage that Lessee deems necessary to protect Lessee for any loss or expense that may be caused by such persons or events.

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10. **CONDITIONS OF PREMISES:** Lessee has examined the premises, including but not limited to the furniture, furnishings, fixtures, appliances, equipment, windows, doors, and accepts same "as is" and acknowledges that the same are in good and sanitary, condition and repair, unless noted to the contrary. **LESSEE MUST COMPLETE THE RENTAL CHECK-IN INSPECTION REPORT WITHIN TEN (10) DAYS AFTER OCCUPANCY.** If Lessee fails to complete and return Check-In Inspection Report within seven (7) days after occupancy, it will signify that no damage or substandard conditions exist. On vacating the premises, the Lessee will be responsible for any and all existing damages not reported on Rental Check-In Report. If not turned back into the office, tenant will be charged **\$25.00**.

11. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Lessee acknowledges that the premises currently are cleaned, ~~repaired and maintained in good order unless otherwise indicated herein.~~ Lessee shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. It is the Lessee's responsibility to report all damages and any major defects promptly. Lessee shall be responsible for damages caused by his negligence or intentional acts and that of his family or invitees and guests and all damages caused by animals owned by the lessee, his family, invitees, or guests. Lessee, after reporting said damage to Lessor, shall promptly and professionally repair, at his own expense and to the reasonable satisfaction of the Lessor, any damage to the property which may occur by reason of his own negligence or intentional acts or the negligence or intentional acts of any member of his family, invitees, or guests. Lessee shall be responsible for the loss or damages due to freezing of water pipes or plumbing fixtures in cold weather which are due to Lessee's negligence. Lessee shall not paint, paper or otherwise decorate or make alterations to the premises without the prior written consent of the Lessor. Lessee shall not cut down or remove any trees that are part of said property. Lessee is responsible for regular cleaning, cutting, weeding, fertilizing, and watering of the lawn and shrubs and all expenses in connection with upkeep of the grounds if such grounds are a part of the premises and are exclusively for the use of the Lessee. **Lessee is responsible for changing air conditioning filters once a month or washing filters if they are the permanent kind. If this minor maintenance is not done, Lessee may be held responsible for replacing equipment damaged by this negligence.** Lessee is required to notify Lessor of any malfunction of appliances/AC or other obvious repair need that may deteriorate if not repaired quickly. No satellite dishes allowed without written consent of Lessor.

11 A. **Work Order Charges:** If Lessee call for a work order and the contractor shows up and cannot get in, Lessee will be charged a service charge by the contractor, and you are responsible to pay the no show fee.

Lessee _____ (initials)

12. **PEST CONTROL:** Lessee shall be responsible for interior and exterior pest control.

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13. USE OF PREMISES: It is understood and agreed by the Lessee that the premises shall be used only as a private dwelling apartment or home and at no time during the term of this lease shall any part of the premises be used for business, trade or profession of any kind. The premises shall not be occupied by more than ___ adult and ___ children and only those listed on the application. Lessee shall comply with all laws, statutes, ordinances and requirements, including the cleanliness, occupancy and preservation of the premises, all municipal, state and federal authorities now in office, or which may hereafter be in force, pertaining to the use of the premises. Lessee shall not permit any waste or nuisance in or about the premises, nor in any way annoy any neighbors of the real property in which the premises are located, nor do or keep anything in or about the premises or real property that will obstruct the spaces available to others, nor use or allow the premises to be used for any other purposes which would constitute a danger to others or increase the insurance rates.

14. HAZARDOUS MATERIALS: Anything that is considered dangerous such as flammables or explosives and any type of hazardous materials are not allowed on the lease premises. Propane for gas grills and gas to lawn equipment are permissible, but must be safely stored.

15. AUTOMOBILES/COMMON AREAS: Lessor shall not be responsible or liable for any accident or damage to automobiles, persons or any other equipment utilizing parking facilities of the premises. Lessees shall not themselves permit any inoperable motor vehicles (Junk Cars or broken down vehicles) to be parked on the premises.

16. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which may be withheld without reason.

17. ENTRY AND INSPECTION: Lessee shall permit Lessor or Lessor's agent to enter the premises at reasonable times and upon reasonable notice with or without the Lessee's presence, for any lawful purpose. Lessor may enter the premises in such manner for purpose of inspecting the premises, making repairs, alterations, or additions thereof. In emergency situations or conditions, in the opinion of the Lessor, requiring immediate access, no advance notice to Lessee is required. Lessee shall not add or change any lock, locking device, bolt, or latch on the premises as per Paragraph 5, and Lessee acknowledges that Lessor has a key to the premises and may use the same for entry as provided herein.

18. SIGNS & ACCESS: Lessor reserves the right to post on the premises "For Sale" or "For Rent" signs thirty (30) days prior to expiration of lease, but not before this time. Lessee will also permit Lessor, his agents and/or representatives access to the premises for the purpose of sale or leasing at reasonable intervals between the hours of 8:00 A.M. and 5:00 P.M. If Lessee refuses request for access, this shall constitute a violation of the lease. A 24 hour notice in writing is required by any party (owner or agents) before entering the property, unless it is an emergency situation in where the property manager does have a right to access property.

19. SURRENDER OF PREMISES AND PERSONAL PROPERTY: The Lessee shall surrender the premises at the termination of this lease in good condition with reasonable use and wear. The premises, and all of Lessee's personal property located herein or stored in Lessor's real property, shall be deemed surrendered to Lessor by the Lessee if after failure by Lessee to pay an installment of rent or any portion thereof, after the date of service of a written notice to Lessee demanding that Lessee either pay the amount due or vacate the premises; or if Lessee has been absent from the premises for a period of fourteen (14) consecutive days and has neither contacted Lessor in person nor cured said default. If Lessee or any person claiming ownership or the personal property, after having been given at least fifteen (15) days notice by personal delivery or eighteen (18) days notice by mail, fails to cure said default during stated time, the Lessor may sell the personal property at a public sale by competitive bidding.

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- 20. DEFAULT:** In the event of a default by Lessee, Lessor may elect to (a) continue the Lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Lessee's rights hereunder and recover from Lessee all damages that may be incurred by reason of the breach of the Lease, including, but not limited to, the worth of the remaining lease at the time of such termination or the time of an award if suit be instituted to enforce this provision, the cost of recovering the premises, attorney's fees, whether for consultation, preparation of any notice or letter for institution and prosecution of any action to enforce any condition of this lease, whether or not such actions proceeds to judgment.
- **Early Lease Termination:** If at any time Lessee terminates Lease before the expiration of said lease, the Lessee shall be responsible for any early termination fee equal to 2 months rent or the remaining balance of said lease term, whichever is more. Lessee also agrees that any and all portions of paid deposit will be forfeited.
- 21. ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof relating to the demised premises, the prevailing party shall be entitled to court costs incurred in connection with such action, including reasonable attorney fees.
- 22. WAIVERS:** Failure of Lessor to enforce any term hereof shall not be deemed a waiver of any of Lessor's rights or Lessee's obligations contained in this lease, nor shall any acceptance of a partial payment of rent be deemed a waiver of Lessor's right to the full amount thereof.
- 23. NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same, postage prepaid, to Lessee at the premises or to Lessor at the address provided on the signature page, or at such other places as may be designated in writing by the parties from time to time. Lessee shall immediately update Lessor in writing anytime Lessee changes phone or employment contact information.
- 24. HEIRS, ASSIGNS, SUCCESSORS:** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
- 25. PARTIES:** "Lessor" includes owner and manager, agent or employee, acting as managerial personnel and "Lessee" includes all persons designated as such in this lease without respect to number or gender.
- 26. PHYSICAL POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this agreement if possession is not delivered within ten (10) days of the commencement of the term hereof.
- 27. UTILITIES FOR INSPECTION:** Lessee agrees to leave all utilities (electricity, water and gas) on for a period of seven (7) days after returning keys and vacating premises for the purpose of allowing Lessor to inspect premises and perform any cleaning or repair required after termination of Lessee's occupancy.
- 28. EQUAL HOUSING OPPORTUNITY:** We do business in accordance with the Federal Fair Housing Law (Title VIII of the Civil Rights Act of 1968). It is illegal to discriminate against any person because of race, age, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing or lots, in advertising the sale or rental of housing, in the financing of housing, and in the provision of real estate brokerage services.
- 29. TIME:** Time is of the essence of this agreement.

30. OTHER:

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Tenant is responsible for checking and replacing the batteries in the smoke alarms in home.

Tenant is responsible for yard and lawn maintenance of leased property at the Lessee's expense. Any damage to lawn will be the responsibility of Lessee to have properly corrected.

RESIDENT GUIDELINES

SEPTIC TANKS and GRINDER PUMPS: Septic tanks can be temperamental. If your premises is served by a septic tank, do not allow eggshells, coffee grinds, shrimp shells and especially grease to be disposed of in any drain flowing to the septic tank. Extra care should be given to the amount of soap used and items flushed into any drain. Sometimes, especially during wet seasons when the ground may be saturated, large amounts of water flushed into the system at the same time can cause problems (You may want to avoid operating the dishwasher, washing machine and showering at the same time). Emptying an envelope of yeast monthly has been known to help a septic system work more efficiently. If septic or grinder pump failure is determined to be caused by negligence of lessee, then lessee is subject to being held liable for cost of repairs and cleanup. Similarly, any toilet or drain backup deemed to be caused by negligence of lessee, then lessee is also subject to being held liable for cost of repairs and cleanup.

MOVE-OUT INSTRUCTIONS

The following information is provided as a guide to assist you in your move-out and will expedite the return of your security deposit, if the following items are not completed, the full Security Deposit will be forfeited.

I. KITCHEN:

- a. Clean all counter tops and sinks.
- b. Clean stove vent and filter.
- c. Wash all cabinets and drawers inside and out.
- d. Clean refrigerator in and out (clean behind, under and empty condensation pan) and unplug refrigerator.
- e. Clean stove top and oven (including drip pans under burners, replace if necessary).

II. BATHROOMS:

- a. Clean all vanity tops and basins.
- b. Clean all mirrors and medicine cabinets.
- c. Clean all tubs, showers, toilets and tile. Remove any accumulated lime and mildew deposits.

GENERAL:

- a. Spot wash all walls and doors.
- b. Remove all nails, stickers, and glue-on picture hangers. Properly repair any large scratches or holes left in/on walls.
- c. Wash all windows inside and out. Clean all window sills, blinds and curtains also.
- d. Clean all doors, door trim and all other trim material.
- e. Clean tracks of sliding doors.
- f. Clean out all closets completely.
- g. Wash all light fixtures, ceiling fan blades, and A/C vent registers.

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- h. Clean and vacuum all carpet, and professionally steam clean. Tenant must provide receipt.
- i. Clean kitchen and bathroom floors (Leave no noticeable indentations in floor or broken tiles).
- j. Replace A/C filter or wash if permanent type.
- k. Repair/Replace any item of residence damaged beyond normal wear and tear.
- l. Replace any burned out light bulbs inside and out.
- m. Mow and edge lawn, trim shrubs and clean out gutters, if gutters are on house.
- n. Clean garage/carport/driveway of all contents and dissolve/remove any oil deposits (clean windows if applicable).
- o. Remove all trash and debris. Haul off or place in proper trash containers outside.

AN INSPECTION OF THE HOME WILL BE MADE ONLY AFTER THE LESSEE HAS NOTIFIED LESSOR THAT PREMISES ARE VACANT AND READY FOR NEW OCCUPANCY.

Please follow the above instructions carefully. If, after the inspection, the premises do not meet the prerequisites, applicable charges will be made with no exceptions. Security deposits will be mailed to the forwarding address left with the Lessor within 45 days after the inspection. Refunds **cannot** be picked up at the office.

ADDITIONAL COMMENTS:

My signature hereon acknowledges that I have read, understand and accept the complete terms of this Lease Agreement and have received a signed copy of same:

Lessee	Date
Lessee	Date
Lessor	Date
	Property Management Agent
	Date

Notices and rent shall be sent to and/or paid at the address indicated below:

<input type="checkbox"/>	2003 Bienville Blvd. Ocean Springs, MS 39564	
625 Courthouse Road Gulfport, MS 39507		934 Jackson Avenue Pascagoula, MS 39

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4300 Gex Drive
Diamondhead, MS 39525

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