

## LEASE

*In accordance with Federal law, Landlord will never refuse to rent to any person because of their race, color, religion, sex, familial status, or national origin.*

This lease ("Agreement") dated this the \_\_\_\_ day of \_\_\_\_\_, 2016, is between Riverbend Land and Development, LLC, a Mississippi company (hereinafter "Landlord"), and \_\_\_\_\_ (hereinafter "Tenants") and is for the rental of the premises located at 1509 Washington Street, Vicksburg, MS \_\_\_\_\_ (hereinafter "Dwelling"). Both parties agree to the following terms and agreements.

1. **Term.** The Tenants agree to lease this Dwelling from the Landlord for a minimum fixed term of one (1) month, beginning \_\_\_\_\_, 2016 and ending \_\_\_\_\_, 2016. This agreement may only be continued upon mutual acceptance between the parties.
2. **Rent.** The total rent for the term here of is the sum of \$\_\_\_\_\_ DOLLARS payable on the 1st day of each month of the term, in equal installments of \$\_\_\_\_\_ DOLLARS. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand. The first month's rent MUST be paid within 10 days of signing this Agreement or this Agreement will be considered null and void and the landlord will keep all of the deposit.
3. **Rent Due Date.** RENT IS DUE THE FIRST (1ST) DAY OF EVERY MONTH. If rent is not paid by close of business on the fifth (5th) day of the month, it is LATE. THERE ARE NO GRACE PERIODS.
4. **Late Fees.** In the event rent is paid after the fifth (5th) of the month by 5:00 P.M., the Tenants must pay a late penalty of \$100.00 to Landlord along with the rent due. For example, if your rent is \$1,000 a month and you have not paid by the fifth (5th) of the month, you owe the Landlord \$1,100.
5. **Rent Payment Procedure.** Tenants agree to pay their rent to Landlord at 125 Woodmont Way, Ridgeland, MS 39157. Rent should be paid by money order, cashiers' check, or personal check ONLY or with approved credit card.
6. **Nonpayment of Rent.** The failure of Tenant to pay rent in a timely fashion is a material breach of this Agreement, and the Landlord may seek to have the Tenant evicted from the Dwelling for this breach. The Tenant will receive three (3) days notice before the filing of proper legal papers for eviction. In other words, Rent is due by the fifth (5th) day. If Rent and Late Fee are not received by the eighth (8th) day of the month, the Landlord may seek to evict you from the premises. This is a legal action that will be decided in court, and all legal fees will be assessed to Tenant. See section 36 below.
7. **Security Deposit.** Tenants agree to deposit with the Landlord the sum of \$\_\_\_\_\_, payable before they occupy the premises. The Landlord may withhold from these deposits only what is reasonably necessary to cure:

- A) The non-payment of rent;
- B) Damages to the premises caused by the Tenant (not counting ordinary wear and tear);
- C) Cleaning of the Dwelling at the end of this Agreement; and
- D) Any other reasonable and necessary expenses if the Tenant defaults, including legal fees.
- E) Early Termination of Lease

The whole or the remainder of the Security Deposit will be returned to the Tenants within 45 days after the termination of this Agreement, the return of the Dwelling, and the demand by the Tenant.

8. **Early Termination.** Tenant may terminate this agreement only by completing ALL of the following requirements:

- A) Giving management at least one month written notice to be effective only on the last day of a given month
- B) Paying all monies due through date of termination
- C) Paying a vacancy fee amount equal to one month's rent
- D) Returning residence in a clean, rent ready condition
- E) Forfeiture of deposit

9. **Damages for Holding Over.** This Agreement is for a very specific time frame, and it is important that the Tenant vacates the Dwelling upon the end of the fixed term. If a Tenant refuses to vacate the Dwelling at the end of the time provided for in the Agreement they will be assessed damages of a \$100 per month increase on their monthly rent until they leave. For example, if a Tenant pays monthly rent of \$ 1,100, they shall owe the Landlord \$1,100 for staying one month past the end of the agreed-upon term in their Agreement and every month thereafter. If Tenants are in the Dwelling for any length of time in a given month, tenant will be liable for the whole month's rent.

10. **Pets.** No pets are allowed without the prior written permission of the Landlord. The discovery of an unauthorized pet is a breach of this Agreement. Tenants are required to pay all damages caused by pets. If the landlord allows a pet, the breed and age of all pets will be below along with landlord signature:

11. **Returned Checks.** If for any reason a Tenant's check is returned without having been paid, a \$40.00 charge will be assessed. That amount is due immediately. If a Tenant's check is returned on two separate occasions they will be required to render payment by money order or cashier's check.

12. **Utilities/Services.** Landlord agrees to pay for all utilities and other services such as electricity, water, sanitation, *basic cable*, unless otherwise agreed by the Landlord. .

13. **Occupants.** The number of occupants in the Dwelling is limited to 2 adults. No one else may live in the Dwelling without the prior written permission of the Landlord. Additional occupants will be allowed with permission by Landlord and with appropriate increase in rental rates.

14. **Guests.** Tenants may house any single guest for a maximum period of seven (7) days every six (6) months.

15. **Subletting and Assignment.** There are no subleases. Tenants shall not sublet the Dwelling or any part of the Dwelling, nor can they assign this Agreement to anyone else.

16. **Vehicles.** Tenants agree to keep a maximum of 1 vehicle on the premises. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of fluid drippings. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles which have exhaust muffling comparable to that of a passenger car are allowed. Only self-propelled recreational vehicles which are used for regular transportation are allowed. Tenants agree not to park boats, recreational trailers, utility trailers and the like on the premises without first obtaining the prior written permission of the Landlords. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day unless the vehicle is kept in an enclosed garage.

17. **Appliances.** Any appliances in the dwelling, such as a refrigerator, stove, dishwasher, clothes washer/dryer, microwave, garbage compactor or disposal, must be used in its intended fashion and not abused. Damage to these appliances through negligent use will be paid by the Tenant.

18. **Notification of Serious Building Problem.** Tenants agree to notify the Landlord immediately upon first discovering any signs of serious building problems such as a leaky water heater, a leaky roof, crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock, ceiling siding, a spongy floor, termite activity, and so forth. Landlord can only correct problems when notified by the Tenants.

19. **Drain Stoppages.** The Landlord warrants that the Dwelling's household and sewage drains are in good working order and that will accept the normal household waste for which they were designed. Toilets and sinks will not accept items such as diapers, sanitary napkins, children's toys, excessively large wads of toilet paper, balls of hair, grease, paper towels, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Damage from all such problems will be paid by the Tenant.

20. **Trash.** Tenants must dispose of their ordinary household trash by placing it into a receptacle for periodic collection. Excessive accumulation of garbage will not be tolerated and may be considered a breach of this Agreement.

21. **Maintenance and Repairs.** Tenant has inspected the premises and acknowledges they are in satisfactory condition, accepts the premises as suitable for habitation, and finds them reasonably safe. Maintenance requests to the Landlord will be acknowledged within five (5) business days from the date it is received and repaired according to priority.

22. **Damage.** Tenants shall pay for the repairs of any and all damage to the Dwelling whether deliberately, negligently, or knowingly caused. Tenants cannot, either deliberately, negligently, or knowingly, allow another to destroy, vandalize, or otherwise cause damage to any part of the Dwelling or related property, or allow another person to do so.

23. **Alterations, Decorations and Repairs.** Tenants agree not to alter or decorate their dwelling without first obtaining the prior written permission of the Landlord. This includes painting walls, hanging, etc. Always ask first. A Tenant shall pay for any and all damages or necessary changes if this section is violated.

24. **Locks/Lockouts.** Tenants shall not change the locks on any door or mailbox. Keys may not be copied without the prior written permission of the Landlord. In the event a Tenant is locked out of the Dwelling, they are not to cause damage to the Dwelling to gain access; if they do, they will be liable for any and all repairs for that damage. The Tenant is responsible for any and all charges if a professional locksmith is retained to regain entry. Tenants shall pay to have the locks changed on the Dwelling if this action is needed because a key or keys are lost.

Landlord has agreed to allow tenant to make ONLY 2 copies of the key that was provided by landlord.

25. **Access.** The Landlord recognizes that the Tenants have a right to privacy and wish to observe that right at all times. On occasion the Landlord or their agents or employees may have to gain access to the Dwelling for the purposes of showing it to prospective Tenants, purchasers, lenders, or for repairs, inspection, or maintenance. Landlord will provide Tenants notice of twenty-four (24) hours before such entry unless otherwise agreed upon by the Tenants. In the case of an emergency notice may not be provided.

26. **Waterbeds and Other Liquid-Filled Furniture.** Tenants shall not to keep any liquid-filled furniture, such as a waterbed, in this dwelling without first obtaining the prior written permission of the Landlord.

27. **Peace and Quiet.** Tenants are entitled to the quiet enjoyment of their own dwelling and their neighbors are entitled to the same. Tenants agree to refrain from making loud noises and disturbances and to keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet. Tenants must not allow others on the premises to engage in conduct disruptive to other residents' quiet enjoyment of the property.

28. **Telephone.** Tenants must furnish the Landlord with all working phone number within three (3) calendar days. Tenant also must notify landlord immediately if any phone numbers should change.

29. **Lawful Use.** The Tenants and their guests and friends shall not engage in any illegal activity within the Dwelling. Such illegal activity may be considered a breach of this Agreement.

30. **Insurance.** The Landlord is not responsible to any damages caused to the personal property of the Tenants through crime, acts of God, fire, or other such reason. Tenants are encouraged to obtain "renter's insurance" to protect against the damage or loss of their possessions.

31. **Illegal or Unenforceable Provisions Do Not Affect This Agreement.** If an item or section or any other part of this Agreement becomes contrary to any local, state, or federal law, whether through changes in legislation, judicial decision, or otherwise, it shall be considered null and void as if it had never appeared in this Agreement, and it shall not affect the validity of any

other item in the Agreement. This Agreement shall still govern all the rights and duties of Landlord and Tenant despite the presence of a component which is deemed illegal or unenforceable, as that component will have no effect.

32. **Waiver of Breach**. Neither Landlord nor Tenants shall be considered to have waived their rights to enforce any breach of this Agreement unless both parties agree to a waiver in writing.

33. **Breach of this Agreement**. The Tenant's violation of any part of this Agreement or failure to comply with any part of this Agreement may constitute material noncompliance, or a breach, and the Tenant may be liable for damages, attorney's fees, or other fees. If the Tenant is in material noncompliance, or breach, for any other reason besides the non-payment of rent the Landlord will notify them in writing, after which time they have thirty (30) days to correct the breach. If after thirty (30) days the breach is not corrected, the Tenant may be evicted.

34. **Termination**. This contract may be terminated by Landlord for any reason by thirty (30) days written notice to the Tenant.

35. **After Hour Emergencies**. The Landlord will exercise reasonable care to correct all emergencies that demonstrate an immediate and harmful threat to the Tenant or the Dwelling. Tenant must inform Landlord of such problems immediately. The Landlord will exercise reasonable care to repair dangers defective conditions upon notice of their existence by the Tenant, unless expressly waived by the Tenant. (See Section 32, Waiver of Breach, above).

36. **Attorney's Fees**. The Tenant is liable for any and all attorney's fees incurred by the Landlord to recover rent, evict a breaching Tenant, or to recover fees for damages or any other intentional, negligent, or knowing act of the Tenant.

37. **Notice on Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a residence in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed Federal or State guidelines may have been found in residences in this state.

38. **Preparer's Disclaimer**. All of the undersigned parties in this agreement, both Landlord and Tenant, agree not to hold the preparer of this document liable for any errors, omission, mistakes or negligence.

39. **Acknowledgment**. The undersigned Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it and have been given a copy.

WITNESS OUR SIGNATURES on the day and date first above written.

LANDLORD

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANTS

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Print) \_\_\_\_\_ Social Security #: \_\_\_\_\_

Phone #: \_\_\_\_\_ **Emergency contacts** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Print) \_\_\_\_\_ Social Security #: \_\_\_\_\_

Phone #: \_\_\_\_\_

*Addendum*

RESIDENTIAL LEASE  
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord’s Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):  
(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

(ii) \_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check(i) or (ii) below):

(i) \_\_\_\_\_ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

Protect Your Family From Lead in Your Home

(ii) \_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant’s Acknowledgement (initial)

(c) \_\_\_\_\_ Tenant has received copies of all information above.

(d) \_\_\_\_\_ Tenant has received the pamphlet “Protect Your Family From Lead In Your Home.”

\_\_\_\_\_  
Landlord Agent                      Date

\_\_\_\_\_  
Tenant                                      Date

\_\_\_\_\_  
Tenant                                      Date

# Credit Card Authorization Agreement

Landlord agrees to allow lease deposit to be secured by an approved credit card. Lessee agrees to the use of said card to cover any unpaid rent or damages while in residence of the unit. No charges will be placed on said card unless there is a deficiency in the above mentioned items.

Lessee guarantees the credit card is valid and of good standing and adequate credit limits to cover any unpaid rent or damages.

Credit Card Number \_\_\_\_\_

Name on Card \_\_\_\_\_

Expiration Date \_\_\_\_\_

Authorization Number \_\_\_\_\_

Zip code of billing address \_\_\_\_\_

User Signature \_\_\_\_\_

Date \_\_\_\_\_