

**RESIDENTIAL LEASE AGREEMENT FOR 2 LAKES APARTMENTS, L.L.C.**

**THIS LEASE AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, between

\_\_\_\_\_, herein after referred to as tenant(s) and Kenda Jordan , herein after referred to as Landlord, for the property located at \_\_\_\_\_, Starkville, MS 39579. These premises are to be occupied only by \_\_\_adults, and \_\_\_children, unless otherwise authorized by the Landlord.

**TERMS OF LEASE:** The term of the Lease shall begin \_\_\_\_\_ and shall continue for a period of one (1) year. At the end of that period, the lease will be considered automatically renewed for one (1) year period absent 30 days written notice by either Landlord or Tenant.

**LEASE AMOUNT:** The amount of the total monthly payment shall be \$\_\_\_\_\_. The Tenant shall be informed in writing of any change in the Lease amount. Should there be a partial month of occupancy by the Tenant, the full Lease amount will still be due.

**DUE DATE OF LEASE PAYMENT:** Lease payment shall be due and payable on the first (1<sup>st</sup>) of the month, and on the 1<sup>st</sup> of each month, thereafter. Payment shall be considered delinquent if not paid by the fifth (5<sup>th</sup>) day of each month by 12:00 pm. There is a rent payment box outside Unit T1 and it will be checked on the 1<sup>st</sup> and the 5<sup>th</sup>. **Tenants shall be charged a delinquent fee of \$25.00, each day payment is not received by landlord or site manager. By 12:00 pm on the 5<sup>th</sup> of each month, delinquency is in effect and this lease will then be considered null and void. Utilities provided under the Lease Agreement will then be unavailable, and legal measures will be sought to evict.**

**SECURITY DEPOSIT :** A security deposit is required equal to the amount of one month's lease payment, or \$\_\_\_\_\_, and the Landlord will hold such deposit during the period of occupancy of the dwelling. After the TERMS OF LEASE have been fulfilled, the Landlord may use the deposit as reimbursement for any unpaid lease amounts, utilities, or any other amounts which Tenant owes under the Lease agreement.

**UTILITIES:** Tenant agrees to reimburse Landlord for water, sewer, and garbage pick up in the amount of \$40.00 to be paid at the same time at which the lease payment is due and under the same terms of the lease payment, or water and sewer will result in interruption and possible termination of water and sewer service. Internet service will be provided as a courtesy to the Tenant.

**MAINTENANCE:** The Tenant shall maintain the dwelling, equipment and appliances in order to provide decent, safe and sanitary housing. Landlord agrees to maintain and be responsible for all repairs to the Leased property (dwelling only,) provided that any damage inflicted to any leased property by the willful or negligent act of the Tenant or Tenants' guests shall be the responsibility of the Tenant, who should immediately notify Landlord of such damage or injury, and shall reimburse Landlord for necessary repairs on or before the next rent payment.

Tenant agrees to and shall be responsible for the upkeep of the outside premises. The only items that will be allowed in plain sight from the front of the said property will be permanent patio furniture or potted plants. Any other items will be considered garbage and will be hauled off and the Tenant charged for this service.

Tenant agrees to and shall maintain the remaining indoor, and outdoor parts of the leased premises, including the mailbox, walls, floors, ceilings, light fixtures, and plumbing, as well as keep things in a cleaned and sanitary manner. Tenant shall not be responsible for normal wear and tear undergone on the premises.

Pest extermination services shall be provided by the Landlord on a quarterly basis or as conditions require.

Landlord shall furnish 2-3 keys, as required, to the Leased premises, and Tenant shall return the same number of keys to Landlord at the termination of the lease along with said property in the same condition as it was originally leased. A check list will be provided at the time of lease. Any variance from this list and services required to bring the property to its original state at time of termination will be charged back to the Tenant before refunding his/her deposit.

Landlord maintains that random inspections may be made without notice.

**NOTICE:** Notice to Tenant shall be considered to be delivered by hand to any tenant or tenants or by mailing notice via USPS to Tenant.

Notice to Landlord shall be given by hand delivery to Landlord or Site Manager or by mailing notice via USPS to #10 Calcutta Cove, Hattiesburg, MS 39402.

**LESSEE'S COMMENTS:** Tenant hereby specifically promises and covenants the following:

- 1) Tenant covenants not to suffer or commit any waste of the demised premises, or make a permit in any unlawful, immoral, or offensive use of the same, not, to make, or permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the premises or the comfort and peace of the inhabitants within the vicinity of the premises. The Tenant further agrees to observe and comply with such rules as the Landlord may prescribe for the safety, noise control, care and cleanliness of the dwelling and grounds.
- 2) The Tenant shall not assign this lease nor sublet the premises.
- 3) Any additions, fixtures, or improvements which may be made by Tenant shall become the property of Landlord and remain upon the premises as part thereof, and shall be surrendered with the premises upon termination or expiration of this Lease.

- 4) Tenant covenants to quietly yield leased premises upon termination or expiration of this Lease.

**DEFAULT BY TENANT:** This lease is made upon the condition that Tenant shall punctually and faithfully perform all the covenants and agreements as herein set forth. Should Tenant be in default of any covenant hereunder, including the payment of rent, then Landlord shall give Tenant notice to cure said default. If the default is the payment of rent, then Tenant shall pay said rent within three (3) days of the receipt of notice. If the default of Tenant is other than the payment of rent, then Tenant shall immediately commence the curing of said default and shall diligently pursue the same until the default is cured. **Should Tenant not cure any of its defaults as specified, then Landlord shall interrupt utilities and will begin eviction proceedings and Tenant shall have no other rights available under Mississippi law.**

**LANDLORD'S COVENANTS:** Landlord covenants and promises the Tenant that upon regular and full completion of the requirements of this lease, Tenant shall peaceably and quietly use, occupy, and possess and enjoy the premises for the full term of this lease without hindrance, eviction, molestation or interruption of utilities whatsoever, except as provided herein.

**PERSONAL PROPERTY LIABILITY:** All personal property placed or moved in the premises shall be at the risk of the Tenant and Landlord shall not be liable for any damage to said personal property.

**LANDLORD'S ACCESS TO PREMISES:** Landlord, or any of his agents shall have the right to enter said premises during all reasonable hours, to examine the same and to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort or preservation thereof, of said building; or, to exhibit said premises at any time within fifteen (15) days prior to the expiration of this lease, and such other times as expressly provided for. Further, Tenant hereby gives Landlord, or his agents, the right to enter the leased premise without notice, for the purpose of making any repairs requested by the Tenant.

**LIABILITY:** The Tenant agrees not to hold the Landlord liable for any injury to persons on the Leased property including Tenant's family, pets, guests or servants. Tenants also agree to defend and indemnify Landlord from any claims for injuries and damages to any guest or Tenant or any injuries or damages arising for any use of the premises.

**PROVISIONS FOR PETS:** No pets are allowed without a separate contract and security deposit.

**TERMINATION OF TENANCY:** Landlord shall not terminate the tenancy except for:

- 1) Serious and repeated violation of the terms and conditions of the Lease.
- 2) Violation of Federal, State, or local law which imposes obligation on a Tenant in connection with the occupancy or use of the dwelling and surrounding premises.
- 3) Other Good Causes: (a) Failure by the Tenant to accept the offer of a new Lease. (b) Disturbance of neighbors or destruction of property. (c) Criminal activity by the Tenant or family members involving crimes or physical violence to persons or property. (d) Landlord's desire to utilize the unit for personal or family use for a purpose other than use as a residential rental unit. (e) A business or economic reason for termination of the tenancy, such as sale of the property, renovation of the dwelling, or desire to rent at a higher rental rate.

This list of examples is intended as a non-exclusive statement of some situations, but shall in no way be construed as a limitation of the application of "other good causes" to situations not included in the lease.

- 4) Landlord may evict Tenant from the unit only by instituting a court action.

**THE PROVISIONS OF THIS LEASE** shall bind and ensure to the benefit of the Landlord and the Tenant(s), their respective successors, legal representatives, and any assignees.

**Dated** on this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**TENANT SIGNATURE:**

**CO-SIGNER, if applicable:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LANDLORD'S SIGNATURE:**

*Kenda Jordan*\_\_\_\_\_

**Kenda Jordan**

**REFERENCES (2 PREVIOUS LANDLORDS)**

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