

**Residential Lease Agreement
For _____ Whitfield Street**

This is intended to be a legally binding agreement. Read it carefully.

Starkville, Mississippi, _____, 2016. Carson Properties, LLC, Lessors, and

_____ Lessee(s), agree as follows:

- 1. Property:** Lessor leases to Lessee(s) and Lessee(s) hires from Lessor the "premises" (_____) described as: Inventory of personal property, if any, to be attached.
- 2. Term:** The term of this lease shall be for a period of ___ months commencing on (_____) and terminating (_____).
- 3. Rent:** Lessee(s) agrees to pay a total rent _____ per month. Rent installments are payable in advance on the **first day of each month**. The rent shall be deposited into Carson Properties, LLC bank account _____).
- 4. Late Charge:** Lessee(s) acknowledge that late payment of rent may cause Lessor to incur costs and expenses, the exact amount of such costs being extremely difficult and impractical to fix. Such cost may include, but are not limited to, processing and accounting expenses, late charges that may be imposed on Lessor by terms of any loan secured by property, costs for additional attempts to collect rent, and preparation of notices. Therefore, if any installment of rent due from Lessee(s) is not received by Lessor within five (5) calendar days after date due, and if Lessor elects to accept rent after the 5th day of the month, Lessee(s) shall pay to Lessor an additional sum of \$30.00 as a late charge which shall deemed additional rent. The Parties agree that this late charge represents as fair and reasonable estimate of the costs that Lessor may incur by reason of Lessee(s)'s late payments. Acceptance of any late charge shall not constitute a waiver of Lessee(s)'s default with respect to the past due amount, or prevent Lessor from exercising any other rights and remedies under this agreement, and as provided by law. If a late lease payment is received and accepted by Lessor without a late charge, this late charge may be withheld from Lessee(s) deposit. If lease payment has not been received by fifteen (15) days after above due date, Lessor reserves the right to notify Lessee(s) to vacate premises within fifteen (15) days. If this occurs, Lessee(s) will forfeit deposit and will not be released from lease terms until premises are again leased and any discrepancies in lease agreement, either previously of hereinafter, have been satisfied. If more than one party is responsible for the total lease payment, partial payment will not be accepted as it will be the responsibility of these parties to make payment in whole as described in this lease agreement.
- 5. Returned Checks:** In the event any check given by Lessee(s) to Lessor is returned by the bank unpaid, Lessee(s) shall pay to Lessor, as additional rent, a handling charge of Thirty dollars (\$30.00). This charge will be waived if the bank verifies, in writing, the check was returned due to their error. If the Lessee(s)'s check is ever returned for insufficient funds or is not honored for any other reason, Lessor will have the right to require that the returned payment and all future payments be made in cash, treasurer's check or cashier's check drawn on a local bank, or U.S. Postal Service money order. Lessor shall have no obligation to accept personal checks drawn on the account of anyone other than resident.
- 6. Security Deposit:** Lessee(s) agrees to deposit _____ with Lessor before taking possession of the unit as security for resident's fulfillment of the conditions of this agreement. Lessor may use therefrom such amounts as are reasonably necessary to remedy Lessee(s)'s default in the payment of rent, to repair damages caused by Lessee(s), or by a guest or a licensee or the Lessee(s), to clean the premises, if necessary, upon termination of tenancy, and to replace rent or damages during the term of tenancy, Lessee(s) agrees to reinstate said total security deposit upon five days written notice delivered to Lessee(s) in person or by mail. Deposit may be applied by Lessor to satisfy all or part of Lessee(s)'s obligations and such act shall not prevent Lessor from claiming damages in excess of the deposit. No later than thirty (30)days after the Lessee(s) has vacated the premises, the Lessor shall furnish the Lessee(s) with an itemized written statement of the basis for, and the amount of, any security received and disposition of the security and shall return any remaining portion of the security to the Lessee(s).

- 7. Utilities:** Lessee(s) agrees to pay for all utilities based upon occupancy of the premises.
- 8. Condition:** Lessee(s) has examined the premises and all furniture, furnishings and appliances, if any, and fixtures including smoke detector(s) contained therein, and accepts the same as being clean, and in operative condition. Lessor does not guaranty the washer or dryer, and does not take responsibility to damage or injury caused to Lessee(s) or Lessee(s) property by any appliances provided.
- 9. Occupants:** The premises are for the sole use as a residence by the persons who have signed this document. Lessee(s) further agrees not to allow additional occupants for an extended period of time without notification and permission of Lessor. Lessor will have the option of allowing additional occupants for an additional monthly charge or notifying Lessee(s) for the immediate vacating of such additional occupants.
- 10. Pets:** No animal, bird or pet shall be kept on or about the premises without Lessor's prior written consent and payment to Lessor of a non-refundable pet fee of \$300. **This is an annual fee.**
- 11. Use:** Lessee(s) shall not disturb, annoy, endanger or interfere with neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises. Problems with this could result in termination of the lease by the Lessor(s).
- 12. Water beds:** Lessee(s) shall not have or keep any water bed in the unit without prior written permission of Lessor.
- 13. Maintenance:** Lessee(s) shall, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee(s) shall keep the fixtures in the apartment in good order and repair: and at the Lessee(s)'s sole expense, shall make all required repairs to the appliances, plumbing, fixtures, and HVAC whenever damage thereto shall have resulted from Lessee(s)'s misuse, waste, or neglect or that of his employee, family, agent, or visitor. At no time will Lessee(s) engage any party in the repair or replacement of any such item except with prior notice to Lessor. Major maintenance and repair of the leased premises, not due to Lessee(s)'s misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor. Lessee(s)'s personal property is not insured by Lessor.
- 14. Alterations:** Lessee(s) shall not paint, wallpaper, add or change locks or make alterations to the property without Lessor's prior written consent. Lessee(s) will not remove any items belonging to Lessor or being a part of leased premises, common areas, or any part of Lessor's property. Lessee(s) further agrees not to improve, alter, or make attachments to and/or add to, in any way whatsoever, the leased premises, its contents, fixtures, or appliances without prior written consent of Lessor. Lessee(s) will not put nails in walls, doors, door facings, nor place any type adhesive materials to same. The hanging of pictures will be permitted only with regular picture hanging brackets. Lessee(s) will not hang any items from ceiling.
- 15. Damage to Premises:** If the demised premises, or any part thereof, shall be partially damaged by fire other casualty not due to Lessee(s)'s negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee(s)'s negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
- 16. Dangerous Materials:** Lessee(s) shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 17. Pest Control:** Lessee is responsible for any pests control that he or she may desire during the time of occupancy. Furthermore, if Lessee has pets in or on the premises, the Lessee is responsible for a final spray for fleas and ticks before the Lessee moves out.
- 18. Keys:** Lessee(s) acknowledges receipt of two keys to premises. All original and duplicate keys shall be returned to Lessor upon vacating the premises. A charge of \$15.00 will be assessed for all duplicate keys provided by the lessor to the lessee during the term of the lease. A charge of \$15.00 will be assessed for each original and duplicate key not returned.

- 19. Entry:** Lessee(s) shall make available during normal business hours to Lessor, authorized agent or representative, for the purpose of entering to (A) inspect premises, make necessary or agreed repairs, decorations, alterations, or improvements or supply necessary or agreed services, or (B) show the premises to prospective or actual purchasers, mortgagees, tenants, or contractors. In an emergency, Lessor, authorized agent or representative may enter the premises, at any time, without prior permission from Lessee(s).
- 20. Assignment & Subletting:** Lessee(s) shall not let or sublet all or any part of the premises nor assign this agreement of any interest in it with out first receiving written permission from the Lessor.
- 21. Possession:** If Lessee(s) abandons or vacates the premises, Lessor may terminate this agreement and regain lawful possession. If Lessee(s) abandons premises Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee(s) for damages or for any payment of any kind whatever, and may, at Lessor's discretion, as agent for Lessee(s), relet the demised premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent of such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee(s), then Lessor may consider any personal property belonging to Lessee(s) and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.
- 22. Extended terms:** Either party may terminate this agreement at the end of the initial term by giving the other party thirty (30) days written notice prior to the end of the initial term. Upon extension of the lease, a new 12 month lease must be signed by both parties. Lessor may increase the monthly rent in effect during any extended term by giving resident written notice thereof at least sixty (60) days before the date on which such monthly increase shall take effect. During any extended term, all other terms and conditions herein shall remain in full force and effect.
- 23. Expenses:** Lessee(s) agrees to pay Lessor's attorney's fees, court costs, and any other expenses incurred in the collection of any lease payments or in the enforcement of any agreement herein contained.
- 24. Waiver:** The waiver of any breach shall not be construed to be a continuing waiver of any subsequent breach.
- 25. Notice:** Notice to Lessor may be served upon Lessor or Agent by certified mail to 532 Whitfield Street, Starkville, Mississippi, 39759.
- 26. Estoppel Certificate:** Within 10 days after written notice, Lessee(s) agrees to execute and deliver an estoppel certificate as submitted by Lessor acknowledging that this agreement is unmodified and in full force and effect as modified and stating the modifications. Failure to comply shall be deemed Lessee(s)'s acknowledgement that the certificate as submitted by Lessor is true and correct and may be relied upon by a lender or purchaser.
- 27. Injury and Harm:** Lessee(s) understands that if Lessee(s) and/or guests are injured or come to harm on premises, Lessor shall in no manner be responsible or held liable for such injuries or harm, and Lessee(s) and/or guests shall hold Lessor harmless for any and all such injuries and harms.
- 28. Early Termination:** Lessee(s) may terminate this agreement before the expiration of the initial term by:
- A. Giving Lessor thirty (30) days written notice; plus
 - B. Paying all monies due through the **full term of the lease**; plus
 - D. Paying a pro-rated portion of expenses for repainting and cleaning based on the ratio of the number of months then remaining in the initial term to the number of months originally in the initial term; plus
 - E. Lessee(s) forfeit any deposits made to Lessor upon initiation of agreement.
- 29. Display of Signs:** During the last months of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" signs on the demised premises and of showing the property to prospective purchasers or tenants.

30. Binding Effect: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

31. Entire Contract: Time is of the essence. All prior agreements between the parties are incorporated in this agreement. This agreement and any attached addendum constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

32. Cutting Grass: The Lessee is responsible for all yard maintenance for the duration of the lease. The Lessor reserves the right to have the yard maintained for the Lessee if the Lessee becomes negligent with the maintenance and the lessor will charge all maintenance fees to the Lessee. A lawn mower will be supplied.

33. Trash Ordinance: The City of Starkville enforces a trash ordinance that states trash can only be placed at the street on the scheduled days. For this residence it is on every **Tuesday and Friday**. Trash must be bagged and set out on the curb early that morning. It can also be placed on the curb the evening before the pickup day after 6:30 P.M. Any garbage cans must be picked up off the street by the night of the scheduled pick up day. **Any fines that Carson Properties receives because of violation of this ordinance will be billed to the lessee.**

34. Acknowledgement: The undersigned have read the foregoing prior to execution and acknowledge the receipt of a copy.

Lessor _____ Date: _____
(or authorized agent)

Lessee _____ Date: _____

SSN _____

Date of Birth _____

Lessee _____ Date: _____

SSN _____

Date of Birth _____

Lessee _____ Date: _____

SSN _____

Date of Birth _____