

LEASE CONTRACT

PARTIES: This Lease Contract is made this _____ day of _____, 20____ by and between _____ (hereinafter referred to as Lessor/Owner) and _____, (hereinafter referred to as Lessee). The Lessee in consideration of payment and conditions expressed in this Contract leases the property located at _____ for a term of _____ to commence on the _____ day of _____, 20____ and to expire on the ____ day of _____, 20____.

RENT: Lessee agrees to pay rent in the amount of \$_____ per month to Lessor. Prorated Rent for first month _____. Monthly rent is due on or before the 1st of each month. If rent is not received by the 3rd of the month, Lessor to begin eviction proceedings on 4th day. **Tenant hereby waives five (5) day notice of eviction. Management (or owner) at his sole discretion may delay eviction and if delayed, an additional \$50 late fee may be charged for rents received after the 3rd of the month.** Lessee shall pay an additional handling fee for a returned check in the amount of 5% of the face amount of the check or \$35, whichever is greater.

SECURITY DEPOSIT: Upon execution of this lease, Lessee agrees to deposit with Lessor, the receipt of which is hereby acknowledged, the sum of \$_____. This deposit, which is non-interest bearing, is to be held by Lessor as security for the full and faithful performance of all of the terms and conditions of this lease. This security deposit is not to be considered liquidated damages. In the event of forfeiture of the security deposit due to Lessee’s failure to fully and faithfully perform all of the terms and conditions of the lease, Lessor retains all of its other rights and remedies. Lessee does not have the right to cancel this lease and void his obligations thereunder by forfeiting the said security. Lessee shall be entitled to return of the said security deposit within 30 days after the premises have been vacated and inspected by Lessor provided said lease premises are returned to Lessor in as good condition as they were at the time Lessee first occupied same, subject only to normal wear and tear and after all keys are surrendered to Lessor. Lessee agrees to deliver the premises clean and free of trash at the termination of the lease. In the event of any damage to the leased premises or equipment therein, reasonable wear and tear exempted, caused by Lessee, his family, guests or agents, Lessee agrees to pay Lessor when billed the full amount necessary to repair or replace the damaged premises or equipment. Deductions will be made from the security deposit to reimburse Lessor for the cost of repairing any of the articles or equipment that may be damaged beyond repair, lost or missing at the termination of the lease. Deductions will also be made to cover any unpaid amounts owed to Lessor for any such damage or loss occurring prior to termination of the lease and for which Lessee has been billed. In the event that such damages or cleaning charges exceed the amount of the security deposit, charges for damages and cleaning shall be paid in addition to the amount of the said security deposit. Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that the entire security deposit aforesaid shall be automatically forfeited as liquidated damages should lessee vacate, abandon the premises before the expiration of this lease or without giving written 30 day notice to vacate, except where such abandonment occurs during the last month of the term of the lease, 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.

UTILITIES: Lessee shall pay for the following utility services on the property: () electricity, () trash pickup, () water and sewerage () Cable TV. Resident agrees to pay all utility charges including utility deposits assessed to the resident from the utility company or Lessor checked above. Utility deposit receipt is required to be shown before Lessee can acquire keys from Lessor.

KEYS: Lessee acknowledges receipt of ____ door keys and ____ receipt of mail box keys to be returned at expiration of this lease and any additional keys made by Lessee.

LIGHTBULBS: Lessor will furnish premises with necessary light bulbs at the time of occupancy. Lessee, at his expense, will furnish light bulbs after taking possession and all bulbs must be installed and in working condition upon vacating the premises.

PETS: No pets of any kind will be permitted on the premises, unless Animal Addendum signed.

USE AND OCCUPANCY: The premises shall be used by resident only as a private residence. The premises will be occupied only by: (List all adults and children)

A temporary visitor is one who inhabits the property for no more than 10 consecutive days.

DISTURBANCE: Lessee, his family and guests shall conduct themselves in a manner that will not disturb or interfere with the rights, comfort or convenience of other persons in or around the premises.

REIMBURSEMENT: Lessee agrees to reimburse Lessor promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing problems) caused by lessee, lessee’s family or guests. Lessee may not deduct from the rental payment any needed repairs, but should notify Lessor of needed repairs.

LIABILITY: If any employee of Lessor renders any other services (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, package delivery or any other service) for or at the request of resident, his family, employees or guests then, for the purpose of such service, such employees shall be deemed the servant of Lessee regardless of whether or not payment is arranged for such service, and Lessee agrees to relieve Lessor, indemnify and hold Lessor harmless from any and all liability in connection with such services. The Lessor shall not be liable to Lessee, or to Lessee’s employees, family or guests, or to 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 demised premises, and Lessee agrees to hold Lessor harmless from all claims for any such damage, whether the injury occurs on or off the leased premises. Lessee assumes responsibility for the condition of the premises. Lessor will not be responsible for damage caused by leaks in the roof, by bursting of pipes, by freezing or otherwise, or any vices or defects of the leased property, or the consequences thereof, except of the case of positive neglect or failure to take action toward the remedying of such defects and the damage caused thereby. Should Lessee fail to promptly so notify Lessor, in writing, of any such defects, Lessee will become responsible for any damage resulting to Lessor or other parties.

FAILURE TO OCCUPY: If Lessee does not occupy the leased premises, the Lessor shall retain as liquidated damages the full amount of the security deposit.

HOLDING OVER: Unless another lease is signed by the parties hereto or unless written notice of termination is given by either party thirty (30) days before expiration of this lease, this lease shall be automatically renewed on a month to month basis which shall require thirty (30) days prior written notice for either party for termination. _____ **INITIAL HERE**

FAILURE TO VACATE: If Lessee gives notice for vacation of the premises, and fails to completely vacate prior to the expiration of the notices, Lessee shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the lease and security deposit agreement for three (3) times the daily rental based on a pro-ration of the monthly rental provided for in the lease for each day Lessee remains on the premises.

DAMAGE AND DESTRUCTION: In the event of damage to the premises by fire, water or other hazard, or in the event of malfunction of equipment or utilities, Lessee shall immediately notify Lessor. If the damages are such that occupancy can be continued, Lessor shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Lessor’s opinion, the premises are so damaged as to be unfit for occupancy, and Lessor elects to make such repairs, the rent provided in this lease shall abate during the period of time when the premises are so damaged or destroyed as to be, in the sole opinion

of Lessor, incapable of being satisfactorily repaired, then this lease shall terminate and Lessee shall be liable only for rental payments up to the date of such damage or destruction; or, at the option of Lessor, the Lessee agrees to accept a comparable unit for the remaining term of this lease.

RIGHT OF ENTRY: Lessor shall have the right to enter the premises at any reasonable time to inspect, make repairs, maintain it, or any and all business purposes connected with the ownership or operation of the premises.

LIENS AND SALES: Any sale of the premises or any part thereof shall not affect this lease or any of the obligations and new Lessor will be obligated for the performance of the duties after the date of such sale.

DEFAULT OR ABANDONMENT: Should the Lessee fail to pay the rent or any other charges arising under this lease promptly as stipulated, should the premises be abandoned (it being agreed of Lessee from the leased premises for 5 consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment) by Lessee or should Lessee begin to remove furniture or any substantial portion of Lessee's personal property to the detriment of Lessor's lien, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee make an assignment for the benefit of creditors, then in any of said events, Lessee shall be ipso facto in default and the rent for the whole of the unexpired terms of the lease together with the attorneys fees shall immediately become due. However, Lessor may proceed one or more times for past due installments without prejudicing his rights to proceed later for the rent for the remaining term of the lease. Similarly, in the event of any such default, Lessor retains the option to cancel the lease and obtain possession of the premises by giving Lessee written notice to vacate the premises. In the event of such cancellation and eviction, Lessee is obligated to pay any and all rent due and owing through the last day said premises are occupied. Lessee is obligated to pay any eviction costs.

CONDITION OF PREMISES: Lessee, by execution of this lease, acknowledges that the premises are in a suitable condition and agrees to keep them in such condition during the term of the lease, normal wear and tear is expected. Lessee will protect and care for the premises at all times and keep the premises clean of trash and other debris. Lessee will do no additions or alterations (including painting) without the written consent of the Lessor. Any additions to the premises shall become part of the property at the termination of this lease.

OTHER VIOLATIONS: Should the Lessee at any time violate any of the conditions of this lease, or of the rules and regulations as set forth in the attached addendum made a part of this lease as if restated herein in their entirety, or should the Lessee discontinue the use of the premises for the purposes for which they are rented or fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet, such as by being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, engaging in any unlawful or immoral activities, and should such violation either continue for a period of 5 days after written notice has been given Lessee, or should such violation occur again after written notice to cease and desist from such activity or disturbance, then, Lessee shall be ipso facto in default and Lessor shall have the option to demand the rent for the whole unexpired term for the lease which shall at once become due and exigent or to immediately cancel this lease and obtain possession of the premises by giving Lessee written notice to vacate the premises.

SUBLETTING: Subletting, assignment or securing a replacement is not allowed unless prior written consent of the Lessor is obtained. Lessee shall be fully responsible and liable for all rent payments and other obligations under the terms and provisions of this lease.

ENFORCEABILITY: If any clause or provision of this lease is illegal, invalid, or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision that is illegal, invalid, or unenforceable there be added, as a part of this lease, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

ATTORNEYS FEES: Lessee further agrees that if any attorney is employed to protect any rights of the Lessor hereunder, the Lessee will pay the fee of such an attorney. Such fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$400 whichever is greater. Lessee further agrees to pay all court costs, sheriff's or marshal charges and any and all collection fees charged by outside agencies.

WAIVER AND OTHER: The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right thereafter to enforce any such terms, covenant, agreement or condition, but the same shall continue in full force and effect. Receipt of rent by Lessor with knowledge of the breach of covenant shall not be deemed a waiver of such breach. It is understood that the terms "Lessor" and "Lessee" are used in this Contract, and they shall include the plural and shall apply to persons, both male and female. All obligations of Lessee are several and in solido. This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by the Lessor on the entire property of which the leased premises form a part. In the event that during the term of this lease, or any renewal thereof, either the real estate taxes, or insurance, or the utility costs, or all, should increase above the amount being paid on the leased premises at the inception of this lease, the Lessee agrees to pay his proportionate share of such increase and any successive increases. Such payment or payments by Lessee shall be due monthly as increased rent throughout the remainder of Lessee's occupancy; and all such sums may be withheld from Lessee's security deposit of not fully paid at the time Lessee vacates the premises. A thirty (30) day notice will be given to Lessee before any increase is made.

SEX OFFENDER NOTIFICATION: Notice: The Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's departments and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at <http://www.lasocpr.org/socpr/> and contains address, pictures, and conviction records for registered offenders. The database can be searched by zip code, city, parish, or by offender name. Information is also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, LA, 70896. You may also e-mail State services at SOCPR@dps.state.la.us for more information.

READ YOUR LEASE BEFORE SIGNING

Executed at _____, Louisiana, this _____ day of _____, 20_____.

By: _____ Lessee _____
Lessor/Owner

Lessee _____

WEST CAL PATIO HOMES

Animal Addendum

Becomes part of Lease Contract

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; the terms "we", "us", and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

- DWELLING UNIT DESCRIPTION.** Unit No. _____ Street Name _____ Westlake, Louisiana, Calcasieu Parish.
- LEASE CONTRACT DESCRIPTION.** Lease Contract date: _____
Owner's name: _____ Residents (list all residents): _____

The Lease Contract is referred to in this Addendum as the "Lease Contract".

- CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described below in the dwelling until the Lease Contract expires. But, we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.
- ANIMAL DEPOSIT.** An animal deposit of \$125.00 may be charged. This animal deposit will increase the total security deposit under the Lease Contract. We will consider this additional security deposit a general security deposit for all purposes. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract. The additional security deposit is not refundable before all residents surrender the premises, even if the animal has been removed.
- ADDITIONAL FEE.** You may also pay a one-time non-refundable fee of \$125.00 for having the animal in the dwelling unit.
- LIABILITY NOT LIMITED.** The additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
- DESCRIPTION OF ANIMAL.** You may keep only the animal described below. You may not substitute any other animal for this one. Neither you nor your guests or occupants may bring any other animal - mammal, reptile, bird, fish, rodent or insect - into the dwelling or apartment community.

Animal's Name: _____ Type: _____
 Breed: _____ Color: _____
 Weight: _____ Age: _____ City of License: _____
 License No. _____ Date of Last Rabies Shot: _____
 Housebroken? _____ Animal Owner's Name: _____

- SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

- EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense:

Doctor: _____ Address: _____
 City/State/Zip: _____ Phone No.: _____

- ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by the following:
 - The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
 - Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
 - Inside, the animal may urinate or defecate only in these designated areas:

 - Outside, the animal may urinate or defecate only in these designated areas:

 - Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
 - You must not let an animal other than support animals into other dwelling units.
 - Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
 - You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We, or our representative, may pick up unleashed animals and/or report them to the proper authorities. We will impose reasonable charges for picking up and/or keeping unleashed animals.
 - Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it is done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you will be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
- ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees.
- COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
- OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit to remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have violated any of the rules and regulations as stated in this Addendum.

Animal Owner's Signature _____ Date Signed _____

RULES AND REGULATIONS

- 1) All rents will be due on the first day of each month payable to _____ and must be postmarked prior to the 1st day of each month. If for any reason rent is not received in office by the 3rd day of the month; eviction proceedings may begin at the sole discretion of management.
- 2) The apartments are rented on a month-to-month basis after the conclusion of the initial lease term. Your rent is prorated moving in, but you are required to pay for a complete month when vacating. Tenants are required to give a THIRTY (30) day notice upon vacating premises. Patio Homes must be vacated by 1:00 p.m. on the day of vacating.
- 3) Playground equipment to be placed only in designated areas.
- 4) Tenants agree to keep his/her apartment and patio free from all trash, junk or anything deemed unsightly by the manager.
- 5) Vehicles, including motorbikes, to be parked only on designated parking area. It will be expressly prohibited to pull vehicle up to apartment or outside the parking areas. No parking on grass walks, or in the driveways from St. John Bosco Street to the cul de sacs. Visitors may park temporarily in cul de sacs. You may not double park behind your designated parking spaces. Violations will result in the immediate towing at owners expense.
- 6) Motorcycles are not to be driven within the complex except for travel to and from the complex. Cars are not to be worked upon on the premises. Dead storage is not permissible. Loud mufflers, motorcycles, large trucks or other objectionable vehicles shall not be driven or parked in the parking areas. Inoperable or apparently inoperable vehicles will be towed away at owner's expense.
- 7) Tenant agrees to do nothing to disturb the peaceful possession of other tenants in the complex.
- 8) Tenant agrees to obey any rule or regulation deemed necessary by the management in the future, if notified by management.
- 9) Curtains may be hung using tension rods only. No screwed-in brackets allowed.
- 10) Only four (4) potted plants allowed on front porch per unit.
- 11) No hanging baskets allowed to hang from front or rear of Patio home. No flags or other brackets may be mounted to any post or overhang of Patio Home.
- 12) City garbage cans must be placed behind Patio Home. City Garbage pickup will be on _____FRIDAY AM_____. Please roll your trashcan to edge of street for pick up. Any items that the City of Westlake refuses to pick up (ex. Car batteries, used tires, etc.), Tenant will be responsible for disposal. After city garbage pick up, trash cans must be removed from the edge of the road and returned to its place at your unit before 8 a.m. Saturday.
- 13) Tenant will be required to supply their own pest control after renting. Management will spray for pests before tenant takes occupancy.
- 14) Tenant will be required to give our representative advanced written notice before moving out. This notice will not release Tenant from liability for the full term of the Lease Contract or renewal term. Tenant will still be liable for the entire Lease Contract term if Tenant moves out early (unless in military). Tenant move-out notice must comply with each of the following:
 - a) Move-out notice must be in writing and sent via certified mailed to _____. Oral move-out notices will not be accepted and will not terminate your Lease Contract;
 - b) Tenant move-out notice will not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period;
 - c) The move-out date in your notice may be the exact day designated in your notice;
 - d) Move-out notice must be received at least 30 days before move-out date;
 - e) Early move-out may result in forfeiture of deposits;
 - f) Tenant must give our representative and the U. S. Postal Service, in writing, each resident's forwarding address.
- 15) The Tenant shall be required to do all of the following in cleaning the premises when vacating. Tenant agrees to this interpretation of leaving property clean and accepts this property in such condition:
 - a) Wash counter tops, wipe inside cabinets, wipe closet shelves inside cabinet drawers;
 - b) Wash down sheetrock walls or dust paneling, remove all nails, and screws from walls;
 - c) Dust Baseboards;
 - d) Remove spider webs throughout premises;
 - e) Clean windows, dust window sills;
 - f) Clean return air grills and air condition vents;
 - g) Clean inside and outside of all appliances and underneath refrigerator, lift top on stove and clean, clean vent hood on top and underneath;
 - h) Mop all tile and vinyl floors;
 - i) Vacuum and Dry Clean carpet. Do NOT use soap. We recommend Robert Ezell (337-802-7573)
 - j) Clean and mop washroom area.

YOU MUST PROVIDE THE FOLLOWING:

- 1) COPY OF DRIVER'S LICENSE.
- 2) RECEIPT FOR UTILITY DEPOSITS FOR WATER/SEWERAGE, TRASH AND ELECTRICITY.

You are legally bound by this document. PLEASE READ IT CAREFULLY. Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney. Address and phone number of Owner's representative is: _____

Tenant _____ Signature _____ Date _____ Tenant _____ Signature _____ Date _____

Owner/Manager _____ revised 6-4-2013 jwg _____ Signature _____
Date _____

FOR OFFICE USE ONLY:

Date: _____ Unit #: _____

Tenant(s): _____

Please initial all line items.

1) **Rental Application & Resident Qualifications** _____

Completed & Signed:

2) **Lease Agreement, Rules and Regulations** _____

(mail copy to tenant)

Animal Addendum, if applicable

Completed & Signed:

(copy given to tenant _____)

3) **Copy of Utility Deposits:**

a) Water/Sewerage: _____

b) Trash: _____

c) Electricity: _____

4) **Copy of Driver's License:** _____

5) **Deposit Receipt Issued:** _____

6) **Patio Home Key Issued:** _____

(number issued _____)

Mailbox Keys Issued: _____

(number issued: _____)

7) **Home Phone** () _____

Work Phone () _____

Mobile () _____

E-Mail _____

Deposit \$ _____

Date _____

Rent \$ _____

Date _____

Pro-rate \$ _____

Date _____

Pet Fee \$ _____

Date _____

Pet Dep \$ _____

Date _____