

# APARTMENT LEASE AND CONTRACT

Date \_\_\_\_\_

BY THIS DOCUMENT Mark III Apartments, LLC, Owner, leases to \_\_\_\_\_, Resident(s), the residential apartment known as Apartment No. \_\_\_\_\_, located at Mark III Apartments, 114 S. 24<sup>th</sup> Avenue, Hattiesburg, MS 39401, subject to the terms, conditions, and provisions set forth in the following paragraphs. There is no agreement between the parties other than what is stated in this document and any attachment. If there is more than one Resident, each Resident is jointly and severally liable to the Owner for satisfying each provision of this lease. Notice by Owner to one Resident constitutes notice to all Residents.

1. OCCUPANCY. The apartment shall be occupied only as a private residence and only by the Resident(s) listed above and these persons: \_\_\_\_\_.

2. LEASE TERM. This lease shall commence on \_\_\_\_\_, 20\_\_ and will end on \_\_\_\_\_, 20\_\_\_. After end of this lease, it shall continue on a month-to-month basis unless written notice of termination is given by the lease holder at least thirty days before the end of the lease or unless another lease is signed between Owner and Resident. If the lease becomes a month-to-month lease, then this Apartment Lease and Contract will be effective in successive periods of one month each, automatically renewed unless thirty (30) days notice of termination is given by either party.

3. RENT. Resident agrees to pay monthly rent in the sum of \$\_\_\_\_\_, payable in advance and without demand on the first day of each month at the Owner's office at 114 S. 24<sup>th</sup> Avenue, Hattiesburg, MS 39401. If this lease commences on a day other than the 1<sup>st</sup> of the month, then pro-rated rent for this first partial month shall be \$\_\_\_\_\_, payable in advance and thereafter all rental payments shall become due on the first day of each month for the amount stated in the preceding sentence. If this rent is not paid by the fifth day of each month, Resident agrees to pay Owner a late charge of \$35.00, plus an additional late charge of \$2.00 per day thereafter until paid in full. Resident agrees to pay \$25.00 to Owner for each returned check in addition to the late payment charges described in the preceding sentence. If this lease continues on a month-to-month basis after its termination, rent must be paid for a full month without proration for partial month occupancy. Resident's right to possession and all of Owner's obligations are contingent on prompt payment of rent. All monies paid by Resident to Owner shall be applied first to any other obligations of the Resident, then to the rent described in this paragraph, regardless of any notation to the contrary on a check or any accompanying transmittal letter or memorandum. Owner retains the right to specify the form of payment of rent, i.e., cash, money order, or check. Resident may not withhold rent or offset against rental payments for any reason whatsoever. Resident will pay a \$250.00 transfer fee prior to a transfer to a different Mark Apartment unit if the lease term is incomplete.

4. SECURITY DEPOSIT. A security deposit of \$\_\_\_\_\_ is payable to Owner upon acceptance of the application. Upon termination of this lease Resident is responsible for a thorough cleaning of the apartment and all carpets, window coverings, appliances, furniture, floors, ceilings, walls, and any other portion of the apartment, for repair of damages, other than reasonable wear and tear, and for any other reasonable and necessary damages caused by Resident's default. Any cleaning or repair that is not done to Owner's satisfaction will be performed by Owner and the costs deducted from the security deposit. Likewise, deduction from the security deposit will be made for missing light bulbs, or for stickers, scratches, burns, stains, holes, nails, picture hangers, or the like. A charge of \$5.00 for every key that is not returned will also be deducted, plus a \$60.00 fee for any locks that must be re-keyed. Any late fees, returned check charges, rent or other amounts due to Owner will also be deducted from the security deposit. If the Resident and Owner's representative have jointly inspected the apartment upon termination of the lease and agreed upon items to be deducted from the security deposit, that agreement shall control. After all conditions of the lease have been complied with and lawful deductions have been made, the balance of the security deposit will be mailed to Resident's forwarding address along with an itemized accounting of any deductions within 45 days after termination of the lease. If lawful charges, deductions, damages, or other unpaid sums under the lease remain unpaid and exceed the amount of the security deposit, Resident shall pay the excess amount upon written notice.

5. UTILITIES. Owner will provide utilities consisting of water, sewage, garbage collection, and pest control, and Resident is responsible for all other utilities. Resident is responsible for payment of utility charges until the end of this lease and may not arrange for early termination of utilities without paying in full for all utility charges until end of this lease. Utilities shall be used only for normal household purposes and will not be wasted.

6. PETS. Mark III Apartments does not allow pets on the premises. Further, pets owned by guests or visitors shall likewise not be allowed on the premises, even for short periods of time. If Resident violates the provision of this paragraph, Resident agrees to pay to Owner a non-refundable fee of \$500.00 due and payable in full and immediately for each violation.

7. CRIME FREE HOUSING. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not:

- Engage in criminal activity, including drug related activity on or near the leased apartment;
- Engage in any act intended to facilitate criminal activity, including drug related criminal activity;
- Permit the dwelling unit to be used for or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest;
- Engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the complex premises;
- A single violation of any of the above provisions shall be deemed a material non-compliance with the lease. It is understood and agreed that a single violation shall be reasonable cause for termination of the lease. Proof of violation shall not require criminal conviction, but shall be made in Owner's reasonable discretion.

8. CONDITIONS OF THE PREMISES ON MOVING IN AND MOVING OUT. At conclusion of this lease, Resident agrees to surrender the apartment in the same condition as when received, reasonable wear excepted. Resident accepts the apartment, fixtures, and/or furniture "as is" except for conditions materially affecting health or safety of ordinary persons. Owner makes no implied warranties. A move-in inventory and condition form will be provided to the Resident upon move-in. Within 48 hours thereafter, Resident shall use same to report defects or damages to Owner's representative; otherwise everything will be deemed to be in clean and good condition. Resident accepts the premises subject to and subordinate to any existing or future recorded mortgage or other lien applicable to the premises or its contents. Resident shall use reasonable diligence in care of the apartment. Resident may not make any alterations of Owner's property or fixtures without prior written consent of the Owner. No holes shall be put in the walls, woodwork, floors, or floor coverings; and no water furniture, antenna installations, additional phone or TV cable outlets, or lock

changes (including rekeying or addition of locks) shall be permitted except by Owner's prior written permission. Resident will not remove Owner's fixtures or furniture from the apartment for any purpose. When Resident moves in, Owner shall furnish light bulbs of prescribed wattage for apartment lighting fixtures and any lamps furnished by Owner; thereafter, light bulbs will be replaced at Resident's expense.

9. RULES AND REGULATIONS. Residents shall be given a copy of additional rules and regulations that apply to Resident's use and occupancy of the apartment, and those written rules and regulations shall constitute a part of this lease the same as though they were typed within the body of this document. Resident is responsible for seeing that any guests and other occupants comply with all such rules and regulations. The Owner may from time to time make reasonable rule changes in writing distributed to all Residents of this apartment complex. All such rules and regulations may be enforced by the Owner's representative or agents, and Residents shall hold such person harmless for enforcement of such rules and regulations.

10. LIMITATION OF LIABILITY. Owner will not be liable for any damages or losses to person or property caused by other Residents or person, theft, burglary, assault, vandalism, or other crimes. Owner shall not be liable for personal injury or damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, or acts of God unless such injury or damage is caused by negligence of Owner. Owner strongly recommends that Resident secure renter's insurance to protect against all of the above occurrences. Resident agrees that existing locks and latches are safe and acceptable, subject to Owner's duty to make needed repairs of same upon written request of Resident. Owner shall have no duty to furnish smoke detectors, security guards, or additional locks and keys except as required by statute. Upon payment of a reasonable charge, Resident shall have the right to require Owner to change (rekey) a door lock. Resident shall pay for and replace smoke detector batteries, if any, as needed. If Owner's employees are requested to render services not contemplated in this lease, Resident agrees to hold Owner harmless from all liability regarding same.

11. REPAIRS AND MALFUNCTIONS. Resident agrees to request all repairs and services in writing to Owner's designated representative, except in an emergency when telephone calls will be accepted. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require interruption. In case of malfunctions of equipment or utilities, or damage by fire, water or other cause, Resident shall notify Owner's representative immediately. Owner shall act with due diligence in making repairs; and the lease shall continue and rent shall not abate during such periods. If the damages to the premises are substantial in the reasonable judgment of the Owner, Owner may terminate this lease within a reasonable time by giving written notice to Resident. If the lease is so terminated, rent shall be prorated and the balance refunded along with all deposit(s), less lawful deductions.

12. SUBLETTING. Subletting, assignment, replacements, or change of occupants will not be allowed.

13. REIMBURSEMENTS BY RESIDENT. Resident shall reimburse Owner promptly for any loss, property damage, or cost or repairs or service caused in the apartment or complex by negligence or improper use by Resident, his guests or other occupants. Owners shall not be liable for and Resident shall pay for the following if its occurs during the lease term, or renewal or extension period: (a) any damage to doors, windows, or screens unless due to negligence of Owner, and (b) all plumbing stoppages in lines exclusively serving Resident's apartment, and (c) any damages from windows or doors left open. Reimbursement is due upon demand. Owner may require advance payment of repairs for which Resident is liable.

14. ENTRY BY OWNER. If Resident, his guest, or other occupant is present, then repairmen, servicemen, or Owner's representative may enter the apartment during reasonable times for reasonable business purposes. If no one is in the apartment, the above listed persons may enter at reasonable times by duplicate or master key, provided that (1) written notice of such entry is left in the apartment immediately thereafter and (2) such entry is for: responding to Resident's request; repairs; estimating cost of repairs or refurbishing; extermination; preventive maintenance; changing filters; retrieving unreturned tools or appliances; emergency safety or fire inspections; avoiding property damage; preventing waste of utilities; exercising contractual lien; leaving notices; removing unauthorized locks, latches or window coverings; retrieving property owned or leased by a former Resident; showing apartment to prospective Residents (after move-out or vacate notice has been given); or showing apartment to government inspectors, fire marshals, mortgage lenders, appraisers, prospective purchasers, or insurance agents.

15. DEFAULT BY OWNER. Owner agrees to act with diligence to: (a) keep common areas reasonably clean, (b) maintain fixtures, furniture, hot water, heating and/or air conditioning equipment, (c) remain in substantial compliance with applicable federal, state, and local laws regarding safety and sanitation, (d) make all reasonable repairs, subject to Resident's obligation to pay for damages caused by Resident, his guests, or other occupants, and (e) comply in all respects with the Residential Lease and Tenant Act.

16. DEFAULT BY RESIDENT. If Resident fails to pay the rent stated in paragraph 3 or other lawful charges when due, including reimbursement for damages, repairs, or plumbing service costs (all such sums shall constitute delinquent rent); or if Resident, his guests, or other occupants violate the covenants or conditions of this lease or Owner's rules and regulations or applicable federal, state, and local laws; or if Resident abandons the apartment, the Owner's representative may (with or without demand for performance) terminate the Resident's right of occupancy by giving Resident one day's written notice to vacate; and Owner shall be entitled to immediate possession. Notice may be mailed or personally delivered to Resident or left in a conspicuous place inside the apartment. Such termination does not release Resident from liability for future rentals under this lease. After Owner gives notice to vacate and after Owner files eviction suit, Owner may still accept rent or other sums due; and such notice, filing, or acceptance shall not waive or diminish Owner's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Owner's right of property damages, past or future rent, or other sums due. If Resident's rent is delinquent and if one day's prior written notice is personally delivered to Resident, Owner may terminate utilities furnished and paid for by Owner. Owner may report unpaid rentals or unpaid damages to local credit agencies for permanent recordation in Resident's credit history.

17. ACCELERATION. All monthly rentals for the remainder of the lease term or renewal or extension period shall be accelerated automatically without notice or demand and shall be immediately due and delinquent if Resident moves out, removes property in contemplation of moving out, or gives notice of intent to move out prior to the end of the lease term or renewal or extension period, and rentals for the entire lease term and renewal or extension period have not been paid in full. Remaining rents shall likewise be accelerated if Resident is evicted. Such right of acceleration is in lieu of having rentals for the entire lease term payable at the beginning of the lease.

18. COST OF RELETTING. If Resident moves out without rent being paid in full for the entire lease term or renewal or extension period, Owner shall use diligence to relet and Resident shall be charged for cost of reletting regardless of whether reletting attempts

are successful. Since it is difficult to evaluate costs of reletting relating to inconvenience, paperwork, advertising, showing apartments, air conditioning for showing, checking prospects, office overhead, and locater service fees (all of which vary greatly), it is agreed that costs of reletting shall be \$1,500.00, regardless of whether actual costs are greater or lesser. This amount shall be payable at move-out and shall liquidate Resident's liability for expenses of reletting; but it shall not terminate Resident's liability for past due rentals, or charges for cleaning, repairing, repainting or other sums due under this lease; and the foregoing shall not waive or diminish Owner's right to recover such additional amounts. All subsequent rentals received shall be credited against Resident's liability for future rentals.

19. CONTRACTUAL LIEN. All personal property on the premises (except property exempt by statute) is subject to a contractual lien to secure payment of delinquent rent. In order to exercise contractual lien rights, Owner's representatives may resort to the procedure set forth in the Landlord and Tenant Law of Mississippi.

20. RELEASE OF RESIDENT. Except under the military clause below, Resident will be subject to the same release standards as imposed by savings and loans and mortgage companies, i.e. Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of co-residents, bad health, voluntary enlistment in the armed services, or any other reason. In the event Resident is or becomes a member of the armed forces on extended active duty and receives change-of-station orders to permanently depart the local area, or is relieved from such active duty, then Resident may terminate the lease by giving 30-days written notice, provided Resident is not otherwise in default. In such event, Resident agrees to furnish Owner a certified copy of the official orders which warrant termination of the lease. Military permission for base housing does not constitute a permanent change-of-station order.

21. ENTIRE AGREEMENT. No oral agreements between the parties have been made. This document constitutes the entire agreement between the parties and may be modified only in writing signed by both Owner and Resident except for changes to rules and regulations made pursuant to paragraph 8. All Resident's statements in the rental application have been relied upon by Owner in executing this lease and any misinformation in the application shall be considered cause for termination by Owner. This document is executed in multiple copies, one for Resident, and one or more for Owner. A copy of rules and regulations are likewise considered a part of this lease document. Further, Owner's check-in and out form detailing the conditions of the apartments and all contents if jointly completed by the parties at inception of the lease, is likewise considered a part this lease contract.

22. LEGAL RECOURSE. Any civil suit or proceeding relating to any aspect of this lease and contract shall be filed in the appropriate court in the state court system of Mississippi, and not elsewhere. Resident shall not file any civil proceeding against Owner in federal court and agrees not to remove any case filed by Owner from the state courts to federal court. In the event of litigation, the prevailing party shall recover reasonable attorney's fees and all associated litigation expenses, in an amount to be set by the judge presiding over the case. All amounts recovered in any civil action shall bear interest at the rate of eight percent (8%) per annum compounded annually.

Resident or Residents \_\_\_\_\_ Owner or Owner's Representative \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resident acknowledges that Fairchild Management, LLC's Rules and Regulations are part of this Lease

ROOMMATE ADDENDUM

I understand that as the leaseholder, all occupants residing in Apartment \_\_\_\_\_, will have to vacate at the time this lease is terminated unless prior approval from Management is given in writing.

Leaseholder \_\_\_\_\_ Date \_\_\_\_\_

Occupant \_\_\_\_\_

Occupant \_\_\_\_\_

Occupant \_\_\_\_\_

Occupant \_\_\_\_\_