

## HOME RENTAL LEASE AGREEMENT

- PARTIES.** This lease agreement (“Agreement”) is made by and between \_\_\_\_\_ (“TENANT”) and The Alternative Realty Group, Inc. (“LANDLORD”), whose address and phone number is shown at the end of this lease. The term “Tenant” refers to all of the above Tenants unless otherwise indicated.
- LEASED PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leased from Landlord, that certain property with improvement thereon, hereafter called the “leased premises” located at 22137 Walker South Rd., Lot \_\_\_\_ Denham Springs, LA 70726 for uses as a private residence only.
- LEASE TERM.** The term of this lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ and end the \_\_\_\_\_ day of \_\_\_\_\_. **This lease will be automatically renewed on a month to month basis after the expiration of the initial lease term set forth in the preceding sentence unless written notice of termination is given by either party at least 30 days before the end of the above lease term or any renewal or extension period, or unless another lease is signed by both parties.** When renewed on a month to month basis, and until another lease agreement for a specific period is signed by both parties, either party may terminate the lease with a thirty (30) day written notice.

If occupancy of the leased premises is delayed because of construction or prior tenant’s holding over, Landlord shall not be liable to Tenant for such delay, and the lease shall remain in force subject to the following conditions: (i) rentals shall be abated on a daily basis during delay, and (ii) Tenant may terminate by giving notice in writing to Landlord no later than the third day of delay, whereupon Tenant shall be entitled only to refund of Deposit(s) and any rentals paid. Such conditions shall not apply to cleaning and repair delays.

- MOVE-OUT NOTICE.** At least thirty (30) days written notice of intent to vacate must be given to Landlord or Landlord’s Representative prior to move-out at the end of the above lease term or renewal or extension period. **VERBAL NOTICE IS INSUFFICIENT UNDER ANY CIRCUMSTANCES.** In the event of automatic renewal or extension, the lease term shall extend to and the rent shall be paid through the last day of the month following the expiration of the 30-day notice period; in other words, the last month’s rent must be for a full month without any prorations. Failure to give the thirty (30) day written move-out notice will subject Tenant to liability for further rentals, cost of reletting charge in the amount of \$600.00 and other damages and charges to which Landlord is entitled.
- RENT.** Tenant hereby agrees to pay the rental payments stipulated below for the entire term of the lease. Payments should be made to **Alternative Realty Group, Inc.** at the office of Oak Forest Estates or at such other place Landlord shall designate. Rent for the leased premises shall be paid in advance and without demand in equal monthly payments of \$ \_\_\_\_\_ on or before the 1<sup>st</sup> day each month (**Note: rent payment includes the lot rent**) commencing on \_\_\_\_\_ and continuing thereafter until the total sum shall be paid. The prorated rent from the date of move-in to the first day of the following month is \$ \_\_\_\_\_. The proration is payable on the first day of the second month of occupancy. One full month’s rent is due on move-in. If any rental payment is not paid in full on or before the 1<sup>st</sup> day of the month, a late

penalty of **\$50.00** shall be assessed and a late payment of **\$10.00 per day** shall apply until the rental payment and all late payment penalties and fees are paid in full. Tenant agrees to pay **\$50.00** charge for each returned check, plus initial and daily late charges from the late charge date until acceptable payment is received by Landlord. Violating the pet restrictions of this agreement, specifically cited in Paragraph 22, shall result in Tenant being evicted from premises. Tenant's right to possession and Landlord's obligations are expressly contingent upon the prompt payment of rent and the use of the leased premises by Tenant is obtained only on the condition that rent is paid in full. Landlord may require that all monthly payments be paid in one monthly check, rather than multiple checks. **All moneys received by Landlord shall be applied first to non-rent obligations of the Tenant, including late charges, charges for returned checks, if any, then to rent, regardless of notations on the check.** At Landlord's option, Landlord may at any time require that all rent and other sums be paid by cashier's check, certified check or money order.

6. **SECURITY DEPOSIT.** Tenant agrees to pay to Landlord on or before the execution of this lease the sum of \$ \_\_\_\_\_ as a security deposit ("Deposit"), for the faithful performance of the terms and conditions of this lease agreement by Tenant. This Deposit shall not be construed as rent, and any attempt by Tenant to withhold payment of the last month's rent, on the grounds the Deposit serves as security for unpaid rent, is a violation. **A thirty (30) days written notice of intent to vacate must be given to Landlord for refund of security deposit.** Refunds shall be made in accordance with this lease.
7. **DEPOSIT DEDUCTIONS.** There shall be deducted from the Deposit appropriate charges for (a) unpaid rent including late charges (b) unpaid utilities, (c) cleaning, damages and required repair to the leased premises or its contents, (d) replacing unreturned keys and/or change of locks, (e) cost of removing unauthorized locks, (f) removing and/or storing abandoned property, (g) removing abandoned or illegally parked vehicles, (h) cost of pest control if required by Landlord, (i) trips to admit telephone or cable TV representatives for removal of Tenant's service, (j) insufficient light bulbs, (k) stickers, scratches, burns, stains, or holes, etc., in walls, doors, floors, draperies, carpets, and/or furniture, (l) agreed costs of reletting, (m) attorney's fees and court costs incurred in any eviction proceeding against Tenant (n) other charges provided for herein or agreed to by the parties hereto. **Deposit will be first applied to non-rent items, including late charges, charges for returned checks, deductions outlined above, if any, then to unpaid rent.** Any balance of Deposit shall be refunded to Tenant's forwarding address to Landlord in writing accordance with state law. Landlord shall provide Tenant a written report of any deductions. **If deductions exceed the Deposit, Tenant agrees to pay Landlord the amount due within (10) days of written notice to Tenant by Landlord.**
8. **UTILITIES.** Tenant shall pay for electricity, water, wastewater, garbage, and cable TV for the leased premises unless otherwise indicated.
9. **USE OF LEASED PREMISES.** The lease premises shall be used as a single family private dwelling only, with the total number of adults and children residing therein not to exceed 4 family members. Tenant shall not permit the leased premises or any part thereof to be used for (a) the conduct of any offensive, noisy, or dangerous activity, (b) repair of any vehicle, (c) the conduct of any business of any type, including child care, (d) the conduct of any activity which violates any applicable deed, homeowners or community restrictions (e) any purpose or in any other manner which will obstruct, interfere with or infringe on the rights of other persons near the leased premises. Tenant shall not permit more than two (2) vehicles on the leased premises unless

authorized by Landlord in writing. Non-operative vehicles shall not be stored on the leased premises or on the street in front of or adjacent to the leased premises. Any of Tenant's vehicles which are deemed inoperable may be towed by Landlord or Landlord's Representative at Tenant's expense. The leased premises which are reserved for Tenant's private use shall be kept clean and sanitary by Tenant. Garbage shall be disposed of only in appropriate receptacles. Tenant shall be liable to Landlord for damages caused by Tenant, Tenant's guests, or occupants. Guests may not stay in the leased premises longer than ten (10) consecutive days without Landlord's written permission. Landlord's written Rules and Regulations are hereby made a part of this agreement, and violation of the Rules and regulations by Tenant, Tenant's guests or other occupants of the leased premises shall be deemed a violation of this agreement.

10. **RESPONSIBILITY FOR CONDITION OF LEASED PREMISES.** Tenant has thoroughly inspected and accepts the leased premises as is except for conditions materially affecting the health or safety of ordinary persons, and Landlord has made no implied warranties as to the condition of the leased premises and no agreements have been made regarding future repairs unless specified in this lease agreement. Within forty eight (48) hours after move-in, Tenant shall note any defects or damages to the leased premises and deliver same to Landlord; otherwise the leased premises shall be deemed to be in clean and good condition. Landlord has provided locks and smoke detectors as equipped by law, Tenant has inspected the existing locks and latches and agrees that they are safe and acceptable, subject to Landlord's duty to make needed repairs of same upon written request by Tenant. Any additional locks or smoke detectors desired by Tenant may be installed at Tenant's expense only after written approval from Landlord. When installed, any additional items shall become the property of the Landlord. Tenant shall use reasonable diligence in the care of the leased premises and shall be responsible for keeping the home clean and neat (inside and outside) and for (a) any cost of plumbing stoppages, (b) damages from plumbing stoppages (c) supplying and changing heating and air conditioning filters at monthly intervals (d) supplying and replacing light bulbs and smoke detector batteries, (e) maintaining the yard including the shrubbery, (f) prompt removal of trash from the leased premises, (g) eliminating any condition that may be dangerous to health and safety, (h) damages to doors, windows, screens or other items, (i) cost of pest control except for wood destroying insects, (j) taking precautions to preclude broken water pipes due to freezing, (k) lost or misplaced keys, (l) damages resulting from Tenant's failure to promptly notify Landlord of needed repairs, (m) maintenance of the following in good working order at Tenant's expense: Refrigerator, dishwasher, range/oven, air conditioning unit, water heater, fireplace (if applicable).

Tenant shall NOT (a) make any repairs or alterations' to the leased premises without written permission of Landlord, (b) remove an part of the leased premises or Landlord's property for any purpose, (c) remove, change, or re-key any lock with permission of Landlord, (d) make holes in the woodwork, floors, or walls, (e) permit any water furniture in the leased premises, (f) install new or additional telephone or cable outlets without permission of Landlord. Tenant agrees to surrender the leased premises at the end of the term of this lease and any extension or removal thereof in the same condition as when received.

11. **LIABILITY.** Landlord or Landlord's Representative shall not be liable to Tenant, Tenant's guest(s) or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, conditions of the leased premises, or other occurrences unless such damage or injury is caused by gross negligence of Landlord or

Landlord's Representatives. Tenant agrees to notify Landlord immediately of any dangerous or potentially dangerous conditions on or about the leased premises. **Landlord strongly recommends that Tenant secure his own insurance coverage for protection against such liabilities and losses.** If Landlord, Landlord's Representatives, agents or employees are required to render services not contemplated in this agreement, Tenant agrees to hold harmless Landlord and the others named from all liability in connection with such services.

12. **LANDLORD'S RESPONSIBILITY FOR REPAIRS.** All requests by Tenant for repairs to be made by Landlord must be directed to Landlord or Landlord's Representatives in writing except those caused by fire, interruption of utilities or such other emergency. **LANDLORD'S DEFINITION OF EMERGENCIES:** Problems that Landlord is liable for and materially affects the health or safety of ordinary persons. **An emergency's not a condition that merely caused inconvenience or discomfort to Tenant.** Landlord shall have the right to temporarily discontinue utilities and the use of any fixtures or appliances by Tenant in order to perform repairs or maintenance or to avoid damage to the leased premises. Landlord shall act with due diligence but shall not be obligated to make repairs on other than normal business day hours except in the event of an emergency. No deductions shall be allowed in the rent during reasonable periods or repairs to the leased premises and this agreement shall remain in full force. If, in the opinion of Landlord, the leased premises are substantially damaged by fire or other disaster, Landlord may terminate this lease upon reasonable notice to Tenant. In this event, the rent shall be prorated to the date of termination and Deposit refunded less lawful deductions.
13. **REIMBURSEMENT.** Tenant shall promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the dwelling caused by negligence or by improper use by the Tenant, Tenant's guests, or other occupants unless repairs have been properly made by Tenant pursuant to requirements or permission set forth in this agreement. **Such reimbursement is due when Landlord makes demand.** Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due by Tenant shall not be deemed a waiver and Landlord may require payment of same at any time, including deductions from Deposit. Landlord may require advance payment for repairs for which Tenant is liable.
14. **LANDLORD ACCESS.** Landlord or Landlord's Representatives or other persons specifically authorized by either of them, may enter the leased premises by reasonable means at reasonable times without notice, to (a) inspect the leased premises, (b) make repairs, (c) show the leased premises to prospective tenants or purchasers, governmental inspectors, fire marshals, lenders, appraisers, insurance agents, (d) exercise a contractual lien.
15. **DEFAULT BY TENANT.** If Tenant fails to pay rent or other lawful charges when due or if Tenant fails to reimburse Landlord for damages, repairs, or other costs when due as provided in this lease agreement, or if Tenant abandons the leased premises, or if Tenant, Tenant's guest or other occupants violate this Agreement and/or Landlord's Rules and Regulations, Landlord or Landlord's Representative may terminate Tenant's right of occupancy by giving Tenant three (3) day's notice to vacate in writing; except however, notice may be by mail or personal delivery to Tenant or left in a conspicuous place on the front door or inside the leased premises. **SUCH TERMINATION DOES NOT RELEASE TENANT FROM LIABILITY FOR FUTURE RENTALS. LANDLORD'S ACCEPTANCE OF RENT OR OTHER SUMS DUE AFTER LANDLORD GIVES TENANT NOTICE TO VACATE OR AFTER LANDLORD FILES EVICTION SUIT SHALL NOT DIMISH LANDLORD'S RIGHT OF EVICTION AND SHALL**

NOT WAIVE LANDLORD'S RIGHT OF PROPERTY DAMAGE, PAST OR FUTURE RENT, OR OTHER SUMS DUE. If Landlord prevails in any suit for eviction, unpaid rentals, charges or damages, Tenant shall be liable for Landlord's administrative costs, court costs and reasonable attorney's fees and all amounts shall bear 10% interest from due date. If tenant's rent is delinquent, Landlord shall not be obligated to continue utilities which are furnished and paid for by Landlord. **Landlord may report rentals or unpaid damages to the local credit bureau for permanent recordation in Tenant's credit record.**

16. **DEFAULT BY LANDLORD.** Landlord agrees to act with diligence to make all reasonable repairs required of Landlord under this agreement, subject to Tenant's obligation to pay for damages caused by Tenant or Tenant's guests or occupants. **If Landlord violates the foregoing, Tenant may terminate this lease only when the following procedures are followed.** (a) Tenant shall make written request for repair or remedy of the condition and all rents must be current at such time; (b) after receipt of such request, Landlord shall have reasonable time for repair considering the nature of the problem and the reasonable availability of materials, labor, and utilities; (c) if such reasonable time has lapsed and if Landlord has not made a diligent effort to repair, Tenant shall then give Landlord written notice of intent to terminate the agreement unless the repair is made within seven (7) days; and (d) if repair has not been made with such seven (7) day period Tenant may terminate this lease. Then the Deposit and pro-rated rent will be refunded as provided in the Agreement.
17. **ACCELERATION.** If Tenant or Tenant's agent gives notice of intent to move out more than 30 days prior to the end of the lease term or renewal for extension period, or if Tenant moves out or removes property from the leased premises in contemplation of moving out prior to the end of lease term or renewal of extension period, or if Tenant is evicted by court order, THEN ALL MONTHLY RENTALS WHICH ARE PAYABLE DURING THE REMAINDER OF THE LEASE TERM OR RENEWAL OR EXTENSION PERIOD SHALL BE ACCELERATED WITHOUT NOTICE OR DEMAND AND SHALL BE IMMEDIATELY DUE AND PAYABLE. Such right of acceleration is in lieu of having rentals for the entire lease term payable at the beginning of the lease.
18. **RELETTING BY LANDLORD.** Should Tenant vacate the leased premises without rent being paid in full for the entire lease term or renewal or extension period, Landlord shall use diligence to relet and Tenant shall be charged for costs of reletting regardless of whether or not reletting attempts are successful. It is in the mutual benefit of both Tenant and Landlord to stipulate in advance the costs of reletting because it is difficult to evaluate such costs as inconvenience, paper work, advertising, showing leased premises, air conditioning and utilities for showing, checking prospects, administrative and office overhead, and locator service fees (all of which may vary greatly). Therefore, it is agreed that costs of reletting shall be a liquidate sum as stipulated in Paragraph 4, regardless of whether the actual costs are greater or lesser. This amount shall be in addition to past due rentals, future rentals and any and all charges for cleaning, repairing, repainting or other sums due under this agreement and the foregoing shall not waive or diminish the Landlord's right to recover such additional amounts. All subsequent rentals received shall be credited against Tenant's liability or future rentals.
19. **HOLDOVER.** If Tenant fails to vacate on or before the required move-out date (i.e., the end of the leased term or renewal or extension periods after property move-out or vacate notice has been given under Paragraph 4, or a different move-out date agreed to by the parties in writing), Tenant

shall be liable to pay rent for the holdover period and to indemnify Landlord and/or prospective Tenant for damages (including loss of rentals, lodging expenses, and attorney fees); and at Landlord's option, Landlord may extend the lease term for up to one month from the date of notice of lease extension date by delivering written notice to Tenant or Tenant's dwelling while Tenant is still holding-over. Rent for any holdover period shall be immediately due and payable on a daily basis and delinquent without notice or demand.

20. **CONTRACTUAL LIEN.** To secure payment of delinquent rent and all other sums due and unpaid under this agreement, all personal property on the leased premises (except property exempt by statute) is hereby subjected to contractual landlord lien. In order to exercise contractual lien rights, Landlord or Landlord's Representative may peacefully enter the leased premises (and any storage facility) and remove and store all property therein, except property exempted by statute; provided, however, Tenant must be present or written notice of entry must be left afterward. If Tenant has abandoned the leased premises, or has been evicted by judicial process, Landlord, Landlord's Representatives or law officers may peaceably enter, remove, and store all property still remaining in or on the leased premises. Tenant's absence from the leased premises for five (5) consecutive days while all or any portion of the rent is delinquent shall be deemed an abandonment of the leased premises. There shall be no sale or disposition of any of the foregoing property except pursuant to the agreement. Landlord shall impose reasonable charges for packing and storing of such abandoned or seized property, Landlord may sell such property at public or private sale (subject to any recorded chattel mortgage) after thirty (30) days written notice of time and place of sale is sent by certified mail to the Tenant at the above leased premise address. Sale shall be to the highest cash bidder; proceeds shall be first credited to cost of sale and then indebtedness owed by Tenant to Landlord; and surplus, if any, shall be mailed to Tenant at the above leased premises address. It is agreed that none of the above procedures shall necessitate prior court hearing or subject Landlord to any liability.
21. **CLEANING.** The leased premises, including bathrooms, furniture, and appliances, must be cleaned thoroughly. If Tenant fails to clean in accordance with the above, reasonable charges to complete such cleaning shall be deducted from the Deposit, including but not limited to charges for cleaning carpets, draperies, furniture, walls, etc.
22. **PETS. TENANT SHALL NOT PERMIT ANY PET ON THE LEASED PREMISES AT ANY TIME.** Failure to comply will result in the acceleration of the remaining rental amounts due under this agreement and the immediate filing of eviction proceedings to remove Tenant from property.
23. **FAILURE TO PAY FIRST MONTH'S RENT.** All future rents shall be accelerated and immediately due and payable if Tenant fails to pay the first month's rent by the first day of the first rental period under this agreement. In such event, Landlord may terminate Tenant's right of occupancy and sue for damages, future rentals, attorney's fees, court costs and other lawful charges.
24. **RENT INCREASES.** No rent increase on the home shall be allowed during the lease term. At least thirty (30) days prior written notice is required for any rent increase. If such notice of rent increase is given to Tenant, this lease agreement shall automatically continue on a month-to-month basis at the increased rental rate beginning on the effective date of rental increase.

**PLEASE NOTE:** Landlord may increase the lot rent from time to time; however Landlord must provide Tenant a minimum thirty day notice prior to any lot rental increase.

25. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this agreement nor sublet the leased premises or any interest therein without first obtaining the written consent of Landlord. An assignment or subletting, without the written consent of Landlord shall be void and may, at the option of Landlord, accelerate the remaining lease term under the agreement.
26. **SUBORDINATION OF LEASE.** This lease and Tenant's leasehold interest under this agreement are and shall be subject, subordinate, and inferior to any lien or encumbrance now or hereafter placed on the leased premises by Landlord, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extension of any such lien or encumbrances.
27. **MILITARY.** If Tenant is or becomes a member of the Armed Forces on extended active duty and receives permanent change of station (PCS) orders to leave the Country, then Tenant may terminate the lease by giving thirty (30) days written notice and attaching a certified copy of the military orders, provided Tenant is not otherwise in default (Military orders authorizing base housing do not constitute grounds for termination unless specially waived.)
28. **SIGNS.** During the last thirty (30) days of this agreement, a "For Sale" sign and/or a "For Lease" sign may be displayed on the leased premises and Landlord or Landlord's Representative may show the property to prospective tenant/buyers during that period.
29. **TIME OF ESSENCE.** Time is expressly declared to be of the essence in this lease.
30. **GENERAL.** No oral agreements have been entered into and this agreement shall not be modified unless by written addendum. This is the entire agreement. **IN THE EVENT OF MORE THAN ONE TENANT, EACH TENANT IS JOINTLY AND SEVERALLY LIABLE FOR EACH PROVISION OF THIS LEASE.** Each of the undersigned states that he or she is of legal age to enter into a binding contract for lodging. All obligations hereunder are to be performed in the parish or county in which the leased premises are located. In any lawsuit involving contractual or statutory obligations of Landlord or Tenant and originating in justice court, county or district court, the prevailing party shall be entitled to recover attorney's fees and all other costs of litigation from the nonprevailing party. All amounts in any lawsuit judgment shall bear 10% interest from due date. **Tenant may not withhold rent or offset against rent.** Notice by Landlord or Landlord's Representative to one Tenant constitutes notice to all Tenants. Unless otherwise stated in this lease, all sums owed by Tenant are due on demand. Landlord's delay or nonenforcement of acceleration, contractual lien, rental due date or any other right shall not be a waiver thereof under any circumstances. This lease is binding on subsequent owners of the leased premises. Should any clause in this lease or addendum, if any, be declared invalid by law, it shall not terminate or invalidate the remainder of this Agreement.
31. **RELATED DOCUMENTS.** Incorporated into this lease are the following documents (if checked):

\_\_\_\_\_ Tenant's Application

\_\_\_\_\_ Lot Rental Lease Agreement

\_\_\_\_\_ Smoke Detector Addendum

\_\_\_\_\_ Waiver of Five Day Notice

All of Tenant's statements in Tenant's Application for Rental are material representations relied upon by Landlord or Landlord's Representative. Any misrepresentations shall constitute a breach of this agreement and Landlord may terminate this lease agreement.

**SPECIAL PROVISIONS.** The Following special provisions and any addendums or attachments shall control over any conflicting of this printed lease form.

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

THIS LEASE AGREEMENT and any addendum thereto have been executed in multiple copies; one for Tenant and one or more for Landlord.

THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART OF THIS AGREEMENT, SEEK COMPETENT LEGAL ADVICE.

TENANT or TENANTS

LANDLORD

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

\_\_\_\_\_  
ALTERNATIVE REALTY GROUP, INC.  
22137 Walker South Road  
Denham Springs, LA 70726  
225-667-4454

Address:

\_\_\_\_\_

Telephone #: \_\_\_\_\_

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

# Waiver of Five Day Notice

We (I) hereby agree that should we (I):

- a) Fail to pay rent in accordance with the terms and conditions set forth in the Lease Agreement (the "Agreement"),
- b) Cause a default pursuant to Paragraph 15 of the Agreement,
- c) Violate any other provision of the Agreement, or
- d) Violate any of the Rules or Regulations governing our (my) tenancy in the property,

We (I) agree as evidenced by our (my) signature (s) below to waive the five (5) day notice to vacate the premises in accordance with Louisiana law.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

Residents:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Date of Birth