

**RESIDENTIAL LEASE AGREEMENT**  
**RELEE Properties, LLC**  
CALHOUN, LA 71225

**PARTIES**

RELEE Properties, LLC \_\_\_\_\_ (herein after referred to as Lessor) hereby leases to \_\_\_\_\_ (herein after referred to as Lessee) the following described property:

**PREMISES**

Property \_\_\_\_\_ in \_\_\_\_\_ for use by resident as a private residence only.

**TERM**

This lease is for a term commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**AUTOMATIC RENEWAL**

If Lessee, or Lessor, desires that this lease terminate at the expiration of its term, he must give to the other party a thirty (30) day written notice to vacate before expiration of term. Failure to vacate premises on time after giving written notice will result in a penalty of twenty-five dollars (\$25) per day in addition to prorated rent for the days occupied. Failure of either party to give this required notice will automatically renew this lease and all of the terms thereof, except that the term of the lease will be month to month. In the event that the lease is automatically renewed and Lessee remains in the leased premises on a month to month basis, Lessee agrees to pay a fifty dollar (\$50) surcharge to be included with each monthly rent payment.

**RENT PAYMENT**

Rent is payable monthly, in advance, at a rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) **PLUS \$30 CAM Fee** per month during the term of this agreement on the first day of each month and made payable to "**RELEE Properties**". Rental payment that is not received by the 5<sup>th</sup> of each month shall be considered delinquent. If the rent payment is not received by five o'clock in the evening (5:00PM) on the 5<sup>th</sup> day of the month, the rent then accrues late fees until the rent payment and all accrued late fees are paid in full. If Lessee pays by check and said check is not honored on presentation for any reason whatsoever, Lessee agrees to pay an additional sum of fifty-five dollars (\$55) as a penalty plus any late fees that may be incurred. This penalty provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of Lessor.

**LATE FEES**

In the event that the rent payment is not received prior to five o'clock in the evening (5:00PM) on the 5<sup>th</sup> of the month, regardless of cause (including dishonored checks or late running mail), Lessee further agrees to pay an initial late charge of fifty dollars (\$50) and five dollars (\$5) for any and all following days until balance is paid in full. Neither ill health, loss of job, financial emergency, nor any other excuse will be accepted for late payment.

**EVICTON**

If the rent called for has not been paid by the 7<sup>th</sup> of the month, then Lessor shall automatically and immediately have the right to take out a Disposessory Warrant and have the Lessee, his family, and possessions, evicted from the premises. The Lessee also agrees that they will be fully liable for any back rent owed, and that defaulting on this Lease Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

**SECURITY DEPOSIT**

Upon execution of this Lease Agreement, the 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 the Lessor as security for the full and faithful performance of all of the terms and conditions of this lease. This security deposit is not an advance rental and Lessee may not deduct any portion of the deposit from rent due to Lessor. This security deposit is not to be considered liquidated damages, in the event of forfeiting the said security deposit. The Lessee does not have the right to cancel this lease and avoid his obligations hereunder by forfeiting the said security deposit.

Lessee shall be entitled to return of the said security deposit within forty-five (45) days, but not before thirty (30) days, after the lease termination date provided if said leased premises are returned to Lessor in as good condition as they were at 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 cleaning has to be done by Lessor, Lessee acknowledges that such expenses will be deducted from said security deposit. In the event of any damage to the leased premises or equipment therein, with the exception of reasonable wear and tear, caused by Lessee, his guests, or any 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 damage to the premises or equipment, or the cost of replacing 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 that such damages or loss occurring to prior termination of the lease and for which Lessee had been billed. In the event that such damages or cleaning charges exceed the amount of said security deposit, Lessee agrees to pay all excess cost to Lessor. In the event there has been a forfeiture 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 or abandon the premises before the expiration of this lease, 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.

**OCCUPANTS**

The leased premises shall be occupied by the following persons only:

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**PETS**

Pets will be allowed at RELEE Properties, located: 125 or 135 Byrd Ln., West Monroe, LA 71292. A **\$350, non – refundable** pet deposit is required, in addition to your Security Deposit. The following requirements apply for all pets:

1. Domestic Pets only / NO Aggressive Breeds Permitted (all pets must be approved and belong to the lessee)
2. Pets must have all required shots, licenses and tags, as required by the state of Louisiana.
3. Pets must weigh 10 pounds or less, fully grown.
4. Pets are limited to two (2) per home.
5. Leashes are required for all pets, when outside your home.
6. Lessee must maintain control of their pet at all times, as well as, clean up after their pets inside and outside the unit (this includes pet droppings, urine, vomit, etc.)
7. Lessee must ensure their pet does not go onto other lessee's property, at any time.
8. Pets should **not** be a noise disturbance to our Pelican Estates community and residents.
9. Lessees are **fully liable** for any damages exceeding their pet deposit, caused by their pet. (Damage includes, but is not limited to: chewing damage, scratching paint off doors, scratching glass, damage to mini blinds, wood work or walls, etc.)

Failure to comply with any of the above listed "pet requirements" is considered a breach of contract and could result in the loss of your right to keep a pet at RELEE Properties or terminate tenancy. If only the pet is removed, this will have no effect on the validity of the signed lease agreement, which the lessee will still have to adhere to.

RELEE Properties, LLC, is free to make changes to this pet policy with a 30 day notice.

Upon execution of this Lease Agreement, the lessee agrees to deposit with Lessor, the receipt of which is hereby acknowledged, the sum of \$\_\_\_\_\_.

**SUB LEASE**

Lessee is not permitted to post any "For Rent" signs, rent, sublet, or grant use or possession of the leased premises without the written consent of Lessor and then only in accordance with this lease.

**ASSIGNMENT LISTING**

Lessee shall not have the right to transfer this lease, without written consent of Lessor.

**EARLY TERMINATION REQUIREMENTS**

To terminate a lease before the end date herein stated, the requirements for "early termination" are as follows:

1. The Lessee must give a thirty (30) day written notice to the Lessor, prior to the desired home vacate date. The Lessee must pay rent for this thirtyday period.
2. One-half of the Lessee's security deposit will be forfeited. The remainder will be returned to the Lessee minus any fees for the home cleaning and repair.

3. If the period of home occupancy has been less than six (6) months and the rent is not past due, the lease buyout fee shall be equal to two (2) month's rent after home has been vacated by Lessee. Upon receipt by the Lessor of all lease buyout fees, the Lease Termination time and date becomes noon (12:00PM), one (1) month later.

OR

If the period of home occupancy has been greater than six (6) months and the rent is not past due, the lease buyout fee shall be equal to one (1) month's rent after home has been vacated by Lessee. Upon receipt by the Lessor of all lease buyout fees, the Lease Termination time and date becomes noon (12:00PM), one (1) month later.

Upon completion of these requirements, the Lessor agrees to accept the surrender of the property and waives all remaining lease terms.

If the Lessee wishes to avoid the early lease termination fees specified within these requirements, the Lessee may find a replacement tenant acceptable to the Lessor and the new tenant may take over the remaining terms of the Lease.

#### **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 that an absence of Lessee from the leased premises for five consecutive days after rents 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 term 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 her 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 accordance with the provisions of Articles 4701-4705 of the Louisiana Code of Civil Procedure. 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.

#### **OTHER VIOLATIONS & NUISANCE**

Should the Lessee at any time violate any of the conditions of this lease other than the conditions provided for in the immediately preceding paragraphs under the heading "Default or Abandonment" 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 to the other residents in the area, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, engaging in any unlawful or immoral activities, or failure to abide by the rules and regulations as specified below, and should such violation either continue for a period of five days after written notice has been given Lessee (such notice may be posted on Lessee's door) 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 of the lease which shall at once become due and exigible or to immediately cancel this lease and obtain possession of the premises by giving Lessee written notice to vacate in accordance with the provisions of Articles 4701-4705 of the Louisiana Code of Civil Procedure.

#### **RULES & REGULATIONS**

- a) Resident shall not display signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the home.
- b) Locks: Resident is prohibited from adding locks to, changing, or, in any way, altering locks installed on the doors. All keys must be returned to the Lessor upon termination of the occupancy.
- c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
- d) No parking or storing of any vehicles, boats, RVs, camper trailers, or anything else on the grassy areas of the property.
- e) Non-operative vehicles are not permitted on the premises. Any such non-operative vehicle may be removed by Lessor at the expense of Lessee owning same, for storage or private sale, at Lessor's option, and Lessee owning same shall have no right of recourse against Lessor therefore.
- f) Radio, television aerials, satellite dishes, or anything else shall not be placed or erected on the roof or exterior of homes.
- g) Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence. Storage in all such areas shall be at Lessee's risk and Lessor shall not be responsible for any loss or damage.
- h) Walls: No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.
- i) Guest: Lessee shall be responsible and liable for the conduct of his guests. Act of guests in violation of this agreement or Lessor's Covenants and Restrictions may be deemed by Lessor to be a breach by Lessee. No guest may stay longer than ten (10) days without permission of Lessor; otherwise, a twenty dollar (\$20) per day guest charge will be due Lessor.
- j) Noise: All radios, television sets, stereos, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors. k) **No smoking allowed inside the residence.**
- l) Resident's Guide: Lessor reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Lessor shall, in its judgment, determine to be necessary for the

safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of residents generally.

#### **ADDITIONS & ALTERATIONS**

Neither Lessor nor Lessee shall make any additions or alterations to the premises without written permission of the other. However, Lessor or his employees shall have the right to enter the premises for the purpose of making repairs necessary to the preservation of the property. Any additions made to the property by the Lessee shall become the property of the Lessor at the termination of this lease unless otherwise stipulated herein.

No holes shall be drilled in the walls, woodwork, or floors. No antenna installations are permitted. No painting or papering of walls is permitted.

No waterbeds. No foil in windows. No hurricane tape is to be in windows after danger ceases.

#### **LIABILITY & INSURANCE**

The Lessee is required to provide renter's insurance. The Lessor's insurance does not cover and Lessor is not responsible for Lessee's property, or contents for loss or damage.

The Lessor shall not be liable to Lessee, or to Lessee's employees, patrons and visitors, or to any other person for any damage to person or property caused by an 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 injury occurs on or off 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 of the Sheriff's office or police department, except in case of positive neglect or failure to take action toward the remedying of such defects of the damage thereby. Should Lessee fail to promptly notify the Lessor, in writing, of any such defects, Lessee will become responsible for any damage resulting to Lessor or other parties.

Lessee has inspected and accepts the premises in its present condition. He/She agrees to hold the Lessor harmless from any damages suffered by Lessee or third parties for any vice or defect in or on the premises, or for any injuries suffered by persons on or about the premises.

#### **SIGNS & ACCESS**

Lessor reserves the right to post on the premises "For Sale" or "For Rent" signs at all times. Lessee must allow parties authorized by Lessor to visit the premises at reasonable hours in view of buying said property or in view of renting for thirty (30) days prior to the expiration of this lease. Lessee must also permit Lessor to have access to the premises for the purpose of inspection between the hours of eight o'clock in the morning (8:00AM) and five o'clock in the afternoon (5:00PM).

#### **ATTORNEY'S FEES**

Lessee further agrees that, if any attorney is employed to protect any rights of the Lessor hereunder, Lessee will pay the fee of such attorney. Such fee is hereby twenty-five percent (25%) of the amount claimed or a minimum of two-hundred fifty dollars (\$250), whichever is greater. Lessee further agrees to pay all court costs and Marshall or Sheriff's charges if any notice costs are charged by Lessor.

#### **FAILURE OF MANAGEMENT TO ACT**

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, and condition, but the same shall continue in full force and effect.

#### **CHEMICALS**

Lessee shall be responsible for the insecticides, and their application for the control of insects and pests with strict sanitary codes observed.

#### **MEAGAN'S LAW**

Act 178 of the 2001 Regular Legislative Session

The Louisiana Bureau of Criminal Identification and Information maintains a State Sex Offender and Child Predator Registry, which is a public access database of the locations of individuals required to register pursuant to information. The State Sex Offender and Child Predator Registry database can be accessed at [www.lasocpr.lsp.org/socpr/](http://www.lasocpr.lsp.org/socpr/) and contains addresses, 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 1-880-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, LA 70896. You can also email State Services at [SOCPR@dps.state.la.us](mailto:SOCPR@dps.state.la.us) for more information.

Under the guidelines of "Meagan's Law", Act 178 of the 2001 Regular Legislative Session, the Lessee agrees to notify the Lessor of any offense or association to an offense pertaining to this law. The Lessor reserves the right to accept or reject Lessee's request of occupancy.

**OTHER**

It is understood that the terms "Lessor" and "Lessee" are used in this agreement, and they shall include the plural and shall apply to persons, both male and female. All obligations of Lessee are several and in solido.

**WARRANTY**

Lessor warrants that the leased premises are in good condition. Lessee accepts them in such condition and agrees to keep them in such condition during the term of the lease at his expense and to return them to Lessor in the same condition at the termination of the lease, with the exception of normal wear and tear.

**WAIVER OF NOTICE**

Upon termination of right of occupancy for any reason, Lessee hereby expressly waives notice to vacate the premises prior to eviction proceedings in accordance with La. CCP Article 4701, paragraph three and La. CCP Article 2713.

**MISCELLANEOUS STATEMENTS**

To comply with guidelines established by the Federal government, to the best of our knowledge, there is no mold or inhalants associated with any mold by products inside or outside of any properties belonging to us.

To comply with guidelines established by the Federal government, to the best of our knowledge, there is no lead-based paint inside or outside of any properties belonging to us.

To comply with guidelines established by the Federal government, to the best of our knowledge, there is no formation of Radon gases in or under any properties belonging to us.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor or Agent

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name