

LA PORTE RENTALS RESIDENTIAL LEASE/RENTAL AGREEMENT

This agreement made this _____ day of _____, 20____ is between _____ Brad & Cathy Ake _____ hereinafter called Management) and _____ (hereinafter called Resident). Management leases to Resident, and Resident rents from Management, residential unit located at _____ (herein after called the premise), under the following conditions:

- TERM:** 1. The initial term of this lease shall be _____ 1 year _____, beginning _____ and ending noon _____, 2020
(a). Upon the end of the _____ 12 _____ month lease agreement this lease shall be in effect on a month to month basis until a written one month's notice is given.
- POSSESSION:** 2. If there is any delay in delivery of possession by management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of the initial term, then resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.
- RENT:** 3. Rent is payable monthly, in advance, at a rate of _____ dollars (\$_____) per month, during the term of this agreement on the first day of each month at the office of Management or as such other place Management may designate. Tenant agrees to pay \$20 for each dishonored check. Tenant agrees to pay a \$5 a day late fee for every date past the 1st of the month.
- EVICTIION:** 4. If the rent called for in paragraph 3 hereof has not been paid by the fifth (5th) of the month, then Management shall automatically and immediately have the right to take out a Warrant and have Resident, his family and possessions, evicted from the premises.

INDEMNIFICATION

- DEPOSIT:** 5. Management acknowledges receipt of _____ dollars (\$_____), as a deposit to indemnify owner against damage to the property and for Resident's fulfillment of the conditions of the agreement. Deposit will be returned to Resident less a _____ (\$ _____) floor cleaning charge, forty five days after residence is vacated if:
- Lease term has expired, with one month written notice, or agreement has been terminated by both parties; and
 - All monies due Management by Resident have been paid; and
 - Residence is not damaged, cleaned and is left in its original condition, normal wear tear excepted; and
 - Management is in receipt of copy of paid final water bill
 - Deposit will not be returned if Resident leaves before lease term is completed. Deposit may be applied by Management to satisfy all or part of Resident's obligations, and such act shall not prevent Management from claiming damages in excess of the deposit. Resident may not apply the deposit to any of the rent payment; and
 - Keys have been returned and a forwarding address left. Resident acknowledges that he has approved and signed the "Residential Rental Property Move In/Move Out Inspection Form" for any existing damages to residents and has been given the right to inspect same; and
 - If tenant is only staying for the initial _____ 12 _____ month lease the tenant is required to give one month written notice one month prior to the end of the given lease term; and
 - Tenant agrees to have all personal belongings removed, thoroughly clean, and any items repaired on the premises 3 days prior to the last day of occupancy, so management can inspect premises allowing tenant time to correct anything; and
 - Giving Management at least one month's written notice to be effective only on the last day of a given month. Deposit will not be returned if the 30 day notice is not given & if tenant does not give landlord access to show the property during the last 30 days of occupancy.

RENEWAL TERM 6. It is the intent of both parties that the lease is for the period of 12 months and that the last month's rents rent will apply to only the last month of the lease period. Should this lease be beached by the Resident, both the last month's rent and the indemnification deposit shall be forfeited as liquidated damages and the Resident will owe rent through the last day of occupancy.

EARLY

TERMINATION: 7. Resident may terminate this agreement before expiration of the original term by:

- (a) Giving Management at least one month's written notice to be effective only on the last day of a given month; plus
- (b) Paying all monies due through date of termination; plus
- (c) Paying an amount equal to one month's rent; plus
- (d) Returning residence in a clean, ready-to-rent condition.
- (e) Resident must pay for advertising & minimum of \$100 paperwork processing fee, which would be necessary to re-rent residence.
- (f) Following #5 Indemnification Deposit section.

SUBLET: 8. Resident may not sublet residence or assign this lease without written consent of Management.

CREDIT

APPLICATION:

9. Management having received and reviewed a credit application filled out by Resident, and Management having relied upon the representations and statement made therein as being true and correct, has agreed to enter into this rental agreement with Resident. Resident and Management agree the credit application the Resident filled out when making application to rent said resident is hereby incorporated by reference and made a part of this rental agreement. Resident further agrees if he or she has falsified any statement on said application, Management has the right to terminate rental agreement immediately, and further agrees Management shall be entitled to keep any Indemnification deposit and any prepaid rent as liquidated damages. Resident further agrees in the event Management exercises its option to terminate rental agreement, Resident will remove himself or herself, his or her family, and possessions from the premises within 24 hour of notification by management of the termination of this lease. Resident further agrees to indemnify Management for any unpaid rent and any damages to property of Management including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right "set-off" for the Indemnification deposit and prepaid rent which was for forfeited as liquidated damages.

FIRE AND CASUALTY:

10. If Resident becomes uninhabitable by reason of fire, explosion, or be other casualty, Management may, at its option, terminate rental agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Management elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of re-occupancy, providing during repairs Resident has vacated and removed Resident's possessions as required by Management. The date of re-occupancy shall be the date of notice that residence is ready for occupancy.

HOLD OVER: 11. Resident shall deliver possession of residence in good order (clean) and repair to Management upon termination or expiration of this agreement.

RIGHT OF ACCESS:

12. Management shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property.

USE: 13. Residence shall be used for residential purpose only and shall be occupied only by the persons' name in Resident's application to lease. The presence of an individual residing on the premises who is not a signature on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with all state, county, and municipal laws and ordinances. Resident shall not use residence or permit the use for any disorderly or unlawful purpose or in any manner so as to interfere with other Residents quiet enjoyment of their residence.

PROPERTY LOSS: 14. Management shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's gross negligence. Resident acknowledges that he/she is aware that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc., personal possessions, family and guests.

PETS: 15. Animals, birds, or pets of any kind shall not be permitted inside the residential unit at any time unless the prior written approval of Management has been obtained.

INDEMNIFICATION:

16. Resident releases Management from liability for and agrees to indemnify Management against loses incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Resident's invitees or licensees or such person' property; (c) Resident's failure to comply with any requirements imposed by an government authority; and (d) any judgment, lien, or other encumbrance filled against residence as a result of Resident's action. The Lessor shall not be liable for any claimed or documented effects of airborne mold spores. The Lessee is financially and solely responsible for all bodily injury or property damage arising out of, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, or presence of, any fungi or bacteria, whether airborne or not, on or within a building or structure, including its contents. This applies whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage. Lessee is financially responsible for any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by any person, entity or governmental authority. Fungi means any type or form of fungus, including but not limited to, any mold, mildew, mycotoxins, spores, scents or byproducts produced or released by any type or form of fungus. Landlord shall not be liable for, and Resident shall pay for repairs, replacement cost, and damage to the following if occurring during the Term of this Lease or any renewal of this Lease: (1) damage to doors, windows or screens; (2) damage from windows or doors left open; (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving the Premises; (4) damages resulting from the termination of heat or electricity to the Premises, including but not limited to, water damage to the Premises and other areas of the Property as the result of water pipes freezing and subsequently bursting and refrigerators thawing, (5) damage, treatment and loss of rent due to the infestation of the Premises and Property by pests, including but not limited to roaches, lice, fleas, bed bugs, and mice.

FAILURE OF MANAGEMENT TO ACT: 17. Failure of Management to insist upon compliance with the terms of this agreement shall not constitutes a waiver of any violation.

REMEDIES

CUMULATIVE: 18. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident. Resident shall pay to Management all expenses incurred in connection therewith.

NOTICE: 19. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by regulars, registered or certified mail

REPAIRS:

20. Management will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to interior and keep premises in a safe, clean and sanitary condition. Resident shall make contact with all repair or service people and will be responsible for paying the first \$100 of any charge. Resident may not remodel or paint or structurally change, nor remove any fixture there from without written permission from Management. **SMOKE DETECTORS:** Lessee agrees that the premises has smoke detectors installed and are in proper working condition. Lessee is responsible for maintaining the batteries, but must not tamper with or disable the detectors.

ABANDONMENT:

21. If Resident removes or attempts to remove property from the premises other than in the usual course or continuing occupancy, without having first paid Management all monies due, residence may be considered abandoned, and Management shall have the right without notice, to store or dispose of any property left on the premises by Resident. Management shall also have the right to store or dispose of any of Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and title thereto shall vest in Management.

MORTGAGEE'S RIGHTS: 22. If Resident's rights under this lease shall at times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part, if requested, Resident shall execute promptly any certificate the Management may request to specifically implement the subordination of this paragraph.

RULES AND REGULATIONS: 23. (a) Signs: Resident shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building

(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 Management of the premises upon termination of the occupancy.

(c) Entrances, walks, lawns and driveways shall not be obstructed or used for any purpose than ingress and egress.

(d) Radio or television aerials shall not be placed or erected on the roof or exterior on the building.

(e) Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Management at the expense of Resident owning same, for public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management therefore.

(f) 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 in all such areas shall be at Resident's risk and Management shall not be responsible for any loss or damage.

(g) 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.

- (h) Guests: Resident shall be responsible and liable for the conduct of his/her guests. An act of guests in violation of this agreement or Management's rules and regulations may be deemed by Management to be a breach by Resident. No guest may stay long than 10 days without written permission of Management; otherwise a \$5 per day guest charge will be due to Management
- (i) Noise: All radios, television sets, phonographs, etc., must be turned down to a level of sound that does not annoy or interfere with neighbors.
- (j) Resident shall maintain his/her own yard and shrubbery, keeping outside personal items in an orderly fashion and furnish his/her own garbage can.
- (k) Resident's Guide: Management reserves the right at any time and from time-to-time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall, in its judgment determine to be necessary from the safety, care, and cleanliness of the premises, for the preservation of good order or the comfort or benefit of Residents generally.
- (l) Tenant and all occupants or guests shall conduct himself/herself/themselves in a manner during the occupancy of the aforementioned residence so as to not disturb the peaceful enjoyment of other tenants within the same building or neighbors. Should Tenant breach this term, at the sole discretion of Landlord this lease may be terminated by providing 30 day's written notice to Tenant.
- (m) Smoking & candle burning is prohibited by tenant and any guests, inside premises. Any violation of this will result in extra cleaning and painting costs added to damages of the property upon move out.

**DEFAULT &
REPOSSESSION:**

24. If tenant shall fail to pay rent in a timely manner or perform any other agreement contained herein, LESSOR may declare this lease to be terminated and upon five (10) days written notice, may take possession of the premises; with or without legal process, using such force as may be necessary, and the TENANT expressly waives any right or action or claim for damages resulting therefrom. TENANT further agrees to pay LESSOR reasonable attorney fees incurred in enforcing its rights under the terms of this lease

FAILURE OF TENANT

TO ACT: 25. Failure of tenant to act when there is a water problem will result in tenant being liable for any damages incurred.

UPON FINAL EVACUATION:

26. 30 days prior to vacating property Lessee will allow Lessor to show the property to potential new renters at reasonable times and with notice and Lessor may show property with or without Lessee present. Lessee is responsible to have the dwelling in a reasonable clean condition. Lessee is responsible for physically giving the Lessor a copy of the final water bill from the city paid in full. All carpeting within the premises must be professionally cleaned and a detailed receipt must be given to the Lessor. All windows must be properly cleaned inside and out. Windows and screens must be properly installed. All appliances, if any must be THOROUGHLY cleaned. This includes the flooring underneath and around the appliances. Appliances must be in working order and not have any broken or missing parts. If household appliances are loaned to the lessee by the lessor, the lessee is completely responsible for the upkeep, maintenance, repairs and/or proper disposal of said appliances with written permission. Any/all nails must be removed from walls and holes repaired in an acceptable manner. All walls, trim, and doors must be wiped clean. Inside and outside of property must be cleared of all debris, trash and yard waste. All landscaping must be trimmed, including grass and shrubs.

Address _____ Initials _____ Date _____ Pg. _____

**ENTIRE
AGREEMENT:**

27. This agreement, credit application, move in/move out, intent to vacate, and cleaning guide and any Attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

MANAGEMENT _____ DATE _____

MANAGEMENT _____ DATE _____

RESIDENT _____ DATE _____

RESIDENT _____ DATE _____

NUMBER OF RESIDENTS IN THE PREMISES IS _____

**TENANT'S NOTICE TO LANDLORD
OF INTENTION TO VACATE**

Date: _____

To: Brad & Cathy Ake

From: _____

This is notice that on (date) _____ the undersigned intends to move from the
(residence at address) _____

The undersigned understands that the lease/rental agreement requires 30
Days of advance notice, and that this represents _____ days of notice. The undersigned also
understands that he is responsible for paying rent through the end of the notice period required in the
lease/rental agreement or until another tenant approved the management has moved in, whichever occurs
first.

The undersigned understands that any deposit that he is entitled to will be refunded within 45
days after the premises have been vacated, a copy of paid water bill, and all keys returned to the
management, so long as the dwelling is emptied of all belongings and cleaned; All carpeting within the
premises must be professionally cleaned and a detailed receipt must be given to the Lessor. All other
flooring swept and moped. Windows must be properly cleaned inside and out. Screens must be
properly installed. Kitchen cabinets and drawers emptied and wiped out, kitchen cabinet doors cleaned.
Mini blinds wiped. All appliances, if any must be thoroughly cleaned. This includes the flooring
underneath and around the appliances. Appliances must be in working order and not have any broken or
missing parts. Walls, trim, and doors wiped clean. Kitchen counters and sink wiped clean. Light
fixtures wiped with working light bulbs. Toilets and tubs scrubbed inside and out. Mirrors
wiped clean. Inside and outside of property must be cleared of all debris, trash and yard waste. New
furnace filter installed. All working batteries in smoke detectors. All landscaping must be trimmed,
including grass and shrubs. Any damaged or broken items repaired.

Reasons for leaving: _____

Forwarding address: _____

New phone number: _____

In accordance with the lease/rental agreement, the undersigned agrees to allow the management
to show the dwelling to prospective tenants at any and all reasonable times.

Tenant: _____ Tenant: _____

Cleaning Guide

Date _____

Tenant _____

Address _____

- ___ 1. windows cleaned in and out
- ___ 2. window sills wiped in and out
- ___ 3. wipe molding (trim) around windows
- ___ 4. window screens washed
- ___ 5. mini blinds wiped clean
- ___ 6. base molding wiped clean
- ___ 7. all doors wiped down
- ___ 8. all molding around doors wiped clean
- ___ 9. all walls wiped down in entire apartment
- ___ 10. refrigerator emptied and wiped in and out
- ___ 11. kitchen cabinets and drawers emptied and wiped out
- ___ 12. kitchen cabinet doors cleaned
- ___ 13. counter tops cleaned
- ___ 14. kitchen floor swept and moped
- ___ 15. kitchen sink cleaned
- ___ 16. oven cleaned with oven cleaner
- ___ 17. stove top cleaned
- ___ 18. all ceiling fans dusted and wiped clean
- ___ 19. all light fixtures dusted and glass cleaned
- ___ 20. toilet scrubbed (rust free)
- ___ 21. tub/shower cleaned (no soap scum or rust)
- ___ 22. sink cleaned
- ___ 23. vanity emptied and wiped out
- ___ 24. mirrors cleaned
- ___ 25. bathroom floor swept and moped
- ___ 26. washer and dryers cleaned in and out
- ___ 27. storage area emptied and broom swept
- ___ 28. carpets vacuumed and steam cleaned
- ___ 29. entire apartment emptied of all belongings
- ___ 30. no garbage left inside or outside the residence
- ___ 31. no personal belongings left outside
- ___ 32. outside to be clean and free of any debris or garbage
- ___ 33. lawn mowed and raked
- ___ 34. entry area cleaned
- ___ 35. garage emptied, cleaned out of personal belongings and garbage, broom sweep ceiling (rafters, cob webs), walls, and floors
- ___ 36. garbage cans scrubbed clean, no bagged garbage to be left on premises
- ___ 37. basement emptied, cleaned out of personal belongings & garbage, broom sweep ceiling (rafters, cob webs), walls, and floors
- ___ 38. all outside area to be free of any personal belongings and garbage
- ___ 39. any damaged or broken items to be repaired

Address _____ Initials _____ Date _____ Pg. _____