

## RESIDENTIAL LEASE AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the Lessor, and \_\_\_\_\_, hereinafter called the Lessee, and that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee, the premises situated at \_\_\_\_\_ City of \_\_\_\_\_ County of \_\_\_\_\_ State of Mississippi herein after referred to as premises to be used and occupied by Lessee and the following occupants only: \_\_\_\_\_, as a private residence, and for no other purpose.

**1. TERM:** The term hereof shall begin on \_\_\_\_\_ and continue (check one of the two following alternatives):  
☐ until \_\_\_\_\_ for a total rent of \$ \_\_\_\_\_ dollars; or  
☐ on a month-to-month basis thereafter, until either party shall terminate this lease by giving the other party \_\_\_\_\_ days written notice delivered by certified or hand-delivered with receipt.

**2. RENT:** Rent shall be \$ \_\_\_\_\_ per month, payable in advance, upon the \_\_\_\_\_ day of each month to Lessor or his authorized agent at the following address:

\_\_\_\_\_  
Time is of the essence. In the event rent is not paid within \_\_\_\_\_ days after due date, Lessee agrees to pay a late charge of \$ \_\_\_\_\_; Lessee further agrees to pay \$ \_\_\_\_\_ for each dishonored check.

**3. SECURITY DEPOSIT:** A security deposit of \$ \_\_\_\_\_, deposited with \_\_\_\_\_ shall be refunded to Lessee within two weeks after Lessee vacates property provided property is in same condition as when leased, excepting normal wear and tear. A pet deposit of \$ \_\_\_\_\_ ☐ is ☐ is not required and ☐ is ☐ is not refundable at termination of lease.

**4. DEFAULT:** In the event of a default by Lessee, Lessor shall not be required to return any part or portion of the security deposit, but the Lessor may either retain the security deposit as liquidated damages or retain the security deposit and apply it against actual damage sustained by Lessor by reason of Lessee's default. The retention of the security deposit shall not be the only remedy to which Lessor is entitled but Lessor shall have all recourse against the Lessee provided by this lease and by law, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney fees and expenses incurred in and about enforcing any of the terms of this lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

**5. UTILITIES:** ☐ Lessee shall be responsible for deposits and connections of all utility services required on the premises prior to occupancy, and shall be responsible for payment of all utility services during term of lease.  
☐ Lessor shall be responsible for \_\_\_\_\_.

**6. CONDITION OF PROPERTY:** Lessee stipulates that he examined the premises, including the grounds and all improvements, and that they are, at the time of this lease, in good order, repair, and in safe, clean and Rentable condition. Taking possession of the premises by Lessee shall be conclusive evidence that he received the premises in good condition. At the expiration or sooner termination of this lease, Lessee shall at once peacefully surrender the premises in as good a state and condition as they were in at the commencement of this lease, reasonable wear excepted. Upon vacating the premises, Lessee will leave the same in clean and rentable condition (except for reasonable wear) Lessor may clean and/or repair the premises and deduct the reasonable expenses thereof from Lessee's security deposit.

40 **7. ALTERATION AND IMPROVEMENTS:** Lessee agrees to make no addition, alternation, or improvement, including painting, to  
41 the premises without the prior written consent of Lessor. All additions, alteration and improvements shall be the property of the  
42 Lessor (with the exception of fixtures removable without damage to the premises and moveable personal property), and Lessee shall  
43 not be entitled to compensation thereof, nor shall Lessee remove them from the premises without the written consent of the Lessor.  
44 If Lessee makes any addition, alteration or improvement, including painting, to the premises without the written consent of Lessor,  
45 the Lessor may, at his option, require Lessee to restore the premises to their former condition. If Lessee fails or refuses to make such  
46 restoration within thirty (30) days after written notice from the Lessor to do so, Lessor may restore the premises and Lessee shall be  
47 responsible for the total cost thereof.

48 **8. DAMAGES TO PREMISES:** Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any  
49 property, occurring on the premises or any part thereof, or in common areas thereof, unless such damages is the proximate result of  
50 the negligence or unlawful act of Lessor, his agents or his employees. Lessee agrees to hold Lessor harmless from any claims for  
51 damages, no matter how caused, except for injury or damages for which Lessor is legally responsible.

52 **9. RIGHT TO INSPECT:** Lessor or his agent shall have right to all reasonable times to enter the premises to inspect same, make  
53 repairs, or show the premises to prospective purchasers or Lessees. Premises shall be shown by appointments only. Lessee shall  
54 cooperate in arranging said appointments. Lessor shall have the right to advertise the premises for sale or Lessor may at any time  
55 remove fixtures, alterations or additions not in conformity with this lease, and may make sure such repairs and alterations as may be  
56 deemed by Lessor necessary to the preservation of the premises.

57 **10. INDEMNIFICATION:** Lessee hereby covenants and agrees to save, indemnify and hold Lessor and his insurers, agents and  
58 employees harmless in the event of any accident, occurrence, injury or loss to Lessee, Lessee's family, co-occupants, employees or  
59 guests, and to also defend, save, indemnify and hold Lessor and his insurers, agents and employees harmless in the event of loss to  
60 such persons or anyone due to burglary, theft, robbery, fire, wind, rain or other causes whatsoever. It is understood and agreed that  
61 Lessor and his insurers, agents and employees, shall not be liable to Lessee, Lessee's family, co-occupants, friends, guests, invitees  
62 or any person for injury, damage or loss of any nature which may occur at any time on account of any defect in the leased premises,  
63 the improvements therein and the appurtenances thereto, whether such exist at this time or arises subsequently hereto and whether  
64 such defect was known or unknown at the time; that Lessor, his insurers, agents or employees, shall not be liable for any injuries or  
65 damages to person or property sustained by Lessee, Lessee's family, co-occupants, guests, friends, servants or any other person upon  
66 the premises or any damage to any other person upon the premises or for any damage to any person or property by or from any  
67 boiler, plumbing, gas, water, steam or other pipes, sewage or any gas or electrical fixture or appliance or the bursting or leaking  
68 thereof. Lessee being fully advised knowingly, voluntarily and expressly agrees to defend, save, indemnify and hold Lessor,  
69 Lessor's insurers, agents and employees harmless in all respects from and against any and all of the foregoing and from and against  
70 any and all claims, demands, actions, and suits of every kind whatsoever for injury, loss or damage of any kind whatsoever resulting  
71 to Lessee, Lessee's family, friends, co-occupants, guests, employees, invitees, business visitors, and all persons on the premises by  
72 invitation, by sufferance or for any reason connected with Lessee's family, employees, friends, co-occupants or guests, regardless of  
73 whether such injury, loss or damage occurred or was sustained on or off the leased premises or appurtenances and in spite of the fact  
74 that the same may have resulted because of the condition of the premises or otherwise.

75 **11. ABANDONMENT:** If Lessee fails to pay the rent or any other charge required to be paid by Lessee, or if Lessee shall breach any  
76 of the terms of this lease, Lessor shall have such rights as provided by law. If the property becomes vacant or abandoned, this lease  
77 shall expire and terminate and Lessor may re-enter and take possession in the manner provided by law. In case Lessor shall recover  
78 possession of the property, he may, but shall not be required to, remove property of the Lessee and store same, or he may dispose of  
79 said property as provided by law. Notwithstanding anything stated herein, Lessee agrees that whether possession is taken or this  
80 lease is cancelled by Lessor, the entire unpaid balance of rent shall accelerate and immediately become due and payable and Lessee  
81 shall be responsible for all costs, including attorney's fees incurred by Lessor if entitled, but Lessor shall have all recourse against  
82 Lessee provided by this lease and by law, and all remedies shall be cumulative and non-exclusive.

83 **12. PERFORMANCE:** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions  
84 herein contained, or any of them shall not constitute or be construed as a waiver of relinquishment of Lessor's right thereafter to  
85 enforce any such term, covenants, agreement or condition, but the same shall continue in full force and effect.

86 **13. REPAIRS:** Lessee shall be responsible for the first \$ \_\_\_\_\_ of all repairs to premises.

87 **14. GOVERNING LAW:** The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement  
88 of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining  
89 provisions of this Lease shall not be affected thereby.

90 **15. DISCLOSURE OF AGENCY RELATIONSHIP:** The parties confirm, in connection with this transaction, that the Listing Firm  
91 and Leasing Firm have represented the party or parties indicated below, and that these relationships were disclosed to the parties in  
92 writing at or before the time specific real estate assistance was provided. The parties agree that one of the following applies:

93 **AFTER REVIEWING THE BELOW, PARTIES AGREE THAT SUBPARAGRAPH \_\_\_\_\_**  
94 **(INDICATE A, B, C OR D) APPLIES HEREIN.**

- 95 **A.** The Listing Firm, the Leasing Firm, and their salespersons represent the Lessor as their client. The Lessee is the customer.  
96 **B.** The Listing Firm and its salespersons represent the Lessor. The Leasing Firm and its salespersons represent the Lessee.  
97 **C.** The Listing Firm and its salespersons represent both the Lessor and the Lessee as dual agents by mutual agreement and  
98 all parties have signed and understand the Dual Agency Confirmation form attached and made a part of this Lease  
99 Agreement.  
100 **D.** The Leasing Firm and its salespersons represent the Lessee. The Lessor is the customer.

101 **16. LEAD-BASED PAINT:** Parties are aware that the age of the property might make it suspect that "Lead-Based Paint" might have  
102 been used. In accordance with "HUD" and "EPA" final rulings as set forth in 61 Federal Regulation 9064 (March 6, 1996) and in  
103 compliance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and  
104 Community Development Act of 1992, P.L. 102-550), the Lessor does give notice to the Lessee that Lessee has ten (10) days to  
105 conduct the Risk Assessment of Inspection as provided therein and has provided all available records or reports pertaining thereto.  
106 Lessee, by initialing below, acknowledges receipt of the "Lead-Based Paint" pamphlet required by HUD and EPA.

107 **Lessee(s) Initials** \_\_\_\_\_ **Lessor(s) Initials** \_\_\_\_\_

108 **17. ADDENDUM THAT ARE A PART :**

- 109 1. Application  
110 2. Agency Disclosure  
111 3. Inspection of Premises  
112 4. Lead-based Paint Disclosure, if applicable

113 **18. SPECIAL PROVISIONS & CONTINGENCIES:**

114 \_\_\_\_\_  
115 \_\_\_\_\_  
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119 \_\_\_\_\_  
120 \_\_\_\_\_  
121 \_\_\_\_\_  
122 \_\_\_\_\_  
123 \_\_\_\_\_  
124 \_\_\_\_\_

125 Lessor \_\_\_\_\_ Lessee \_\_\_\_\_

126 Lessor \_\_\_\_\_ Lessee \_\_\_\_\_

127 Date \_\_\_\_\_ Date \_\_\_\_\_

*NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional services.*

## **APPLICATION**

128 **LESSEE** \_\_\_\_\_ NAME OF CO-LESSEE \_\_\_\_\_

129 SOCIAL SECURITY # \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_

130 PHONE WORK # \_\_\_\_\_ PHONE HOME # \_\_\_\_\_

131 PRESENT ADDRESS \_\_\_\_\_

132 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

133 LANDLORD OR AGENT \_\_\_\_\_

134 HOW LONG AT PRESENT ADDRESS? \_\_\_\_\_

135 PREVIOUS ADDRESS \_\_\_\_\_

136 ANIMALS: ☐ YES ☐ NO TYPE \_\_\_\_\_

137 CAR MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ MODEL \_\_\_\_\_ LICENSE # \_\_\_\_\_

138 NAME OF EMPLOYER \_\_\_\_\_

139 ADDRESS OF EMPLOYER \_\_\_\_\_

140 SUPERVISOR \_\_\_\_\_ PHONE # \_\_\_\_\_

141 OCCUPATION \_\_\_\_\_

142 **PERSONAL REFERENCES:**

143 NAME \_\_\_\_\_

144 ADDRESS \_\_\_\_\_

145 PHONE # \_\_\_\_\_

146 **NEAREST RELATIVE:**

147 NAME \_\_\_\_\_

148 ADDRESS \_\_\_\_\_

149 PHONE # \_\_\_\_\_

150 Dated \_\_\_\_\_ Lessor's Authorized Agent \_\_\_\_\_

151 **Lessee's authorization to check credit:** \_\_\_\_\_

152 \_\_\_\_\_