HIDDEN ACRES OF

LAFAYETTE LLC

**L E A S E A G R E E M E N T**

THIS AGREEMENT made Month, Day, Year by and between HIDDEN

Acres of Lafayette LLC (Landlord) and TENANT(S).

LANDLORD HEREBY LEASES TO TENANT AND TENANT ACCEPTS THE TERMS HEREOF,

PREMISES LOCATED Address of Apartment, Lafayette, La. 70503

FOR AN INITIAL TERM OF 12 MONTHS COMMENCING Month/Day/Year &

ENDING Month/Day/Year for the term rent of $**XXXX.00**

payable in equal installments of **$XXX.00** promptly in advance on the first day of each month during the term hereof, provided that the first month’s rental shall be paid upon the execution hereof or date of occupancy.

1. Tenant shall pay rent as provided herein at landlord’s office with **NO** unapproved deduction whatsoever.

**TENANT AGREES TO PAY A LATE CHARGE OF $15.00 IF SAID RENT IS RECEIVED BY LANDLORD AFTER THE 5TH OF ANY MONTH. IF RENT IS STILL NOT PAID IN FULL BY THE 6TH, TENANT AGREES TO PAY AN ADDITIONAL $ 1.00 PER DAY.**  **A $25.00 CHARGE SHALL APPLY TO ALL RETURNED AND/OR MANUAL PAYMENTS.**

2. In addition to the rental, tenant hereby deposits with Landlord the sum of **$XXX.00**

for the following: **SECURITY DEPOSIT $XXX.00 NON-REFUNDABLE PET FEE- XXX.00**

**DEPOSITS SHALL NOT BE REFUNDED UNTIL PREMISES HAVE BEEN VACATED BY**

**TENANT AND KEYS TURNED IN FOR FINAL INSPECTION. TENANT MAY NOT USE ANY DEPOSIT MONEY TOWARDS ANY RENT OWED.**

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The above amounts shall be retained by landlord during the term of this lease and shall be refunded except as hereinafter shown **UPON TENANT'S VACATING THE PREMISES, PROVIDED THAT TENANT HAS KEPT AND PERFORMED THE CONDITIONS OF THIS CONTRACT AND IN THE EVENT TENANT**

defaults in any provision of this contract, **INCLUDING THE PAYMENT OF RENT; ANY DEPOSITS** may be used by landlord to apply against defaults of the tenant, provided that IN ANY EVENT, THE SUM OF $25.00 SHALL BE FORFEITED BY TENANT, which said sum shall be utilized by landlord to FURTHER prepare premises for next occupancy, regardless of the condition of said leased premises when tendered to landlord, and further provided that

3. Tenant shall take good care of the leased premises, fixtures, furniture and furnishing therein and shall make, as and when needed as a result of misuse or neglect by tenant, all repairs necessary to preserve and maintain same in good order and condition, which repairs shall be of quality equal to the original work, provided Landlord may repair at tenant's expense all damages or injury done by tenant or tenant's agents or visitors. Upon termination of this lease, tenant shall deliver the leased premises, furnishings and fixtures therein in good, clean condition, reasonable wear and tear only excepted.

**4. THIS LEASE WILL RENEW AUTOMATICALLY ON A MONTH TO MONTH BASIS UPON THE EXPIRATION OF LEASE. TENANT SHALL GIVE LANDLORD 30 DAYS WRITTEN NOTICE AT THE END OF THE LEASE TERM OR AT ANY TIME THEREAFTER. TENANT IS EXPECTED TO VACATE AND PAY ALL RENTS DUE UP TO AND THROUGH THE LAST DAY OF THE MONTH FOLLOWING THE 30-DAY NOTICE. SHOULD TENANT VACATE IN THE MIDDLE OF A MONTH AND SHOULD LANDLORD BE ABLE TO RENT THE PREMISES FOR THE REMAINDER OF THAT MONTH; LANDLORD WILL RETURN PRORATED LEASE MONEY PROVIDED NO OTHER MONEY IS DUE FROM TENANT. LANDLORD SHALL DEDUCT A $50.00 ADMINISTRATIVE FEE AND RESERVES THE RIGHT TO DEDUCT FOR EXPENSES INCURRED AS A RESULT OF TENANT PROVIDING LANDLORD WITH LESS THAN 30 DAYS NOTICE. SUCH EXPENSES SHALL INCLUDE BUT ARE NOT LIMITED TO ADS IN NEWSPAPER OR ONLINE TO RENT THE APT. AND TRIPS BY LANDLORD’S AGENT TO SHOW THE APT. TO PROSPECTIVE TENANTS. IN THE EVENT TENANT SHALL FOR WHATEVER REASON NOT FULFILL THE ORIGINAL TERM OF THE LEASE LANDLORD SHALL HAVE THE RIGHT TO CHARGE OR DEDUCT FROM DEPOSIT AN ADDITIONAL 1 MONTHS RENT FOR ADMINISTRATIVE FEES AND/OR OTHER COST.**

5. Tenant and Tenant's employees, agents and visitors shall observe faithfully and comply strictly with all rules and regulations as Landlord may from time to time adopt. Notice of any such rule or regulation shall be given in such manner as Landlord shall elect.

6. This lease is subject to all ground or under-lying leases and mortgages which may now or hereafter affect the leased premises and to all renewals, modifications, consolidations, replacements, and extensions thereof.

7. Landlord shall not be liable for any loss by theft, or otherwise to the contents, belongings or personal effects of Tenant or Tenant's employees, agents or visitors located in or about the leased premises or for damage or injury to Tenant or Tenant's employees, agents, or visitors unless such loss, damage or injury shall be proximately caused by Landlord's gross negligence. IF Landlord should furnish tenant any storeroom or storage area, the uses thereof shall be at the risk of the person using the same and Landlord shall not be liable for any loss by theft or otherwise or damage to property placed therein, whether due to negligence of Landlord or otherwise. Tenant shall indemnify and hold Landlord harmless from any claim or action for damages or injury described herein.

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8. Landlord and Landlord's agents shall have the right to enter the leased premises at any time to examine same and to show said leased premises to prospective purchasers or lessees and to make such decorations, repairs, alterations, improvements, or additions as Landlord shall deem necessary or desirable and such entry shall not constitute an eviction of Tenant or act to abate the rental payment payable thereunder. Landlord may make such entry in Tenant's absence and may use such force as is necessary to effect such entry.

9. If tenant shall default in fulfilling any covenant of his lease or if tenant or his guests carry on any activity which becomes a nuisance or annoyance to landlord or to another tenant, Landlord may at its option give tenant ten (10) days notice of intention to end the term of this lease and, at the expiration of said 10 days the term of this lease shall expire and tenant shall surrender the demised premises to Landlord.

10. In case of default by tenant of any covenant of this lease agreement, landlord shall have the right to: A. take immediate possession of or prohibit tenant from the leased premises without notice or legal proceeding; B. remove all persons and tenant's property from the premises without liability to tenant for any manner of trespass, conversion or other damage or injury: C. Retain tenant's deposit pending determination of the damage sustained by Landlord because of tenant's default. In case of any such default the rent shall become due thereon to time of re-entry, together with such expenses as Landlord shall incur for attorney's fees & court costs for putting the leased premises in good order, preparing the same for re-rental. Landlord may at its option declare this lease terminated or re-lease the same for the benefit of tenant for the balance of the lease term at such rental as landlord shall be able to obtain, and tenant shall be liable to Landlord for any deficiency thereof. In addition to the statutory Landlord's lien, Landlord shall have at all times a contractual lien for all rentals and other sums of money becoming due thereunder from tenant, upon all goods, wares, furniture & other personal property removed therefrom without the consent of the Landlord until all sums due landlord thereunder shall have been paid and discharged. Upon default by tenant, Landlord may take possession of said property without liability for trespass or conversion, and sell the same at public or private sale, at which landlord or it's assigns may purchase, and apply the net proceeds thereof against any sum due Landlord by tenant. Tenant hereby waives any statutory exception from execution or attachment for satisfaction of debt he may have in relation to said property and warrants that same shall be subject to attachment of the month following the incurring of such expense.

11. If tenant shall default in the performance of covenant hereof Landlord may perform the same for tenant's account. Any sum of money, cost or expense paid or incurred by landlord for instituting, prosecuting or defending any action or proceeding instituted by reason of any default by tenant, together with all interest, cost or damages, shall be deemed to be additional rent thereunder and shall be due from tenant to Landlord on the 1st day of

the month following the incurring of such expense.

12. If the leased premises should be destroyed by fire or other casualty, lessor may terminate this contract and pro-rate the current month's rent.

13. Anything to the contrary herein notwithstanding, Landlord may terminate this lease upon 30 days written

notice to tenant.

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14. It is specifically agreed and understood by and between Landlord and tenant that in the event that Landlord terminates this act of lease pursuant to its rights to do so set forth herein, and tenant continues to remain on the leased premises despite notice to vacate, whether judgment has been rendered in any court proceeding which may be filed legally terminating this agreement, that in such event, tenant agrees to pay 200% of the rent called for in this act of lease during the period of time which tenant remains on the premises subsequent to the date which Landlord has notified tenant to vacate same, and also agrees to pay attorney's fees of not less than $250.00. In the event that Landlord retains an attorney to evict tenant from the premises.

15. Landlord and tenant agree that any lease application, furniture, inventory and condition report executed by tenant shall constitute a part of this act of lease and any violation thereof or misrepresentation by tenant of any facts set forth therein shall constitute a violation of this act of lease and entitle Landlord to terminate same upon giving 10 days written notice to tenant of Landlord's intention to terminate this act of lease.

16. Any change in the conditions as reflected in the questionnaire executed by tenant, made a part hereof by reference, shall be made known to Landlord immediately, whereupon Landlord shall have the right to terminate this act of lease immediately, unless said change condition or conditions have been agreed to in writing by Landlord.

**17. WHERE THIS LEASE IS SIGNED BY MORE THAN ONE PERSON AS LESSEE, ALL SUCH PERSONS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE AGREED RENTAL AND THE PERFORMANCE OF ALL COVENANTS TO BE KEPT BY LESSEE THEREUNDER.**

18. Conditions and rules of occupancy which is made a part hereof by reference, it being agreed by Landlord and tenant that a violation of any of said general conditions and rules of occupancy shall be considered a violation of this act of lease.

19. Lessee, lessee's family, guest and employees shall comply with all laws and city ordinances affecting the use or occupancy on the premises, and with all responsible rules or regulations now or hereafter adopted by the management for the safety, comfort, and welfare of the occupants.

20. No wiring, rewiring, alteration, repair or addition, and no locks may be made or applied to the premises, fixtures or equipment without the permission of the lessor.

21. Lessee will be strictly responsible for any damage to the dwelling resulting from water closets, sinks, bath tubs, or basins in his or her apartment, unless damage is the result of a malfunction of such appliance and through no fault of tenant and for damage caused by leaving windows or doors open during precipitating weather.

**22. LESSEE MUST REPORT IMMEDIATELY TO THE MANAGER ANY ACCIDENT OR INJURY TO WATER PIPES, TOILETS, DRAINS, FIXTURES, FURNITURE, EQUIPMENT OR ANY PART OF THE BUILDING, AND ANY BREAKAGE LOSS OR DAMAGE OF ANY KIND.**

23. Only saw tooth hangers, or bulldog type picture hangers with small plaster nails may be used for hanging pictures, and no other nails, bolts or screws shall be placed in the wall, floors, doors or trim of the building.

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24. No shades, awnings, window guards or coverings of any kind or air conditioning units shall be used or attached to the building without permission of the lessor. Inflammable type materials may not be stored on premises by tenant.

25. No brooms, mops, clothing, or articles of any kind may be hung, fastened, or be left sitting on any door, window, balcony, fence, or exterior part of apartment. Nothing whatsoever shall be swept out of the door of any apartment or thrown out of the window, door, or off any balcony.

**26. GARBAGE MUST BE PLACED IN DESIGNATED SITES AT TIMES TO BE PICKED UP. GARBAGE MUST BE PLACED IN CONTAINER OR BAGS OR THROWN IN DUMPSTERS IF PROVIDED. LESSEE SHALL NOT ALLOW TRASH OR OFFENSIVE MATERIALS TO ACCUMULATE IN THE BUILDING OR ON PREMISES AROUND THE BUILDING.**

27. Sidewalks, balconies, stairways, halls, passages, and or parking areas shall not be obstructed by bicycles, toys, barbecue pits, etc.; or used for any purpose other than entering or exiting. Boats will not be allowed in parking areas without permission of the Landlord. Vehicles must be maintained in operable condition. vehicles that are not able to be driven shall not be allowed to remain in parking lots beyond a period of 15 days.

28. Lessor shall not be responsible for any loss or theft of any personal property such as money, jewelry, clothing, furniture, china, silver etc. belonging to tenant or their guests. ANY ARTICLES LEFT ON THE PREMISES AFTER LESSEE VACATES MAY BE DISPOSED OF AS LANDLORD SEES FIT.

29. Any loud, unusual, annoying, or profane noise or activity is expressly prohibited and commitment of any of these, which in the opinion of Landlord or his agent that interfere with the other tenants or their quiet enjoyment of these premises, will be treated as breach of this agreement. Landlord retains the full right to control and prevent access to any and all parties of the building and grounds of any and all persons considered undesirable.

30. ONLY THAT ANIMAL, BIRD OR PET DECLARED BY TENANT And Accepted by Landlord, SHALL BE KEPT ON THE PREMISES AND ANY SUCH PET SHALL BE HOUSE TRAINED AND KEPT INSIDE UNLESS ATTENDED TO AND IN THE COMPANY OF TENANT OR GUEST.

31. LESSEE BY SIGNING THE LEASE AGREEMENT ACKNOWLEDGES RECEIPT OF \_\_\_\_\_\_\_\_ KEYS. $5.00 WILL BE CHARGED FOR EACH KEY NOT RETURNED WHEN LESSEE VACATES THE APARTMENT.

**32. ONLY THOSE PERSONS DECLARED BY THE TENANT AT INCEPTION OF THIS LEASE MAY OCCUPY THE APARTMENT. ANY ADDITIONAL OR NEW OCCUPANTS MUST BE APPROVED BY THE LANDLORD IN ADVANCE OF SUCH OCCUPANCY.**

33. UTILITIES: TENANT AGREES TO MAINTAIN UTILITIES IN THE BUILDING AT ALL TIMES AND UPON FINAL DEPARTURE FROM PREMISES UTILITIES MUST BE MAINTAINED UNTIL LANDLORD HAS HAD AMPLE TIME TO INSPECT SUCH PREMISES FOR ANY DAMAGES, ETC.

34. Tenant hereby understands and agrees that the attached “Policy & Procedures” manual shall be considered a part of this lease. Failure to abide by any of said policies and procedures of Hidden Acres of Lafayette LLC may be grounds for termination of this lease.

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**35. WAIVER OF NOTICE: UPON TERMINATION OF THE RIGHT OF OCCUPANCY FOR ANY REASON, LESSEE HEREBY EXPRESSLY WAIVES NOTICE TO VACATE THE PREMISES PRIOR TO INSTITUTION OF EVICTION PROCEEDINGS IN ACCORDANCE WITH LA. CCP ARTICLE 4701 AND LA. CC ARTICLE 2713.**

THIS AGREEMENT IS HEREBY ACCEPTED BY LESSEE UPON HIS/HER SIGNATURE BELOW:

HIDDEN ACRES of LAFAYETTE LLC

**LANDLORD: Hidden Acres of Lafayette Manager**

**by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(signature)**

**PRIMARY TENANT:**

**by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(signature)**

**SECONDARY TENANT**

**by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(signature)**

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