

LEASE CONTRACT
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Additional Insured, to Lessor prior to move-in and at any renewal of the policy. Failure to provide proof of coverage constitutes a breach of this lease agreement.

- **Noncompliance:** Should Lessee(s) fail to maintain renter's insurance as required, Lessor reserves the right to obtain a policy on Lessee(s)' behalf, the cost of which will be added to Lessee(s)' rent payments, or Lessor may terminate this lease agreement with notice.

_____ **(30) Animals**

Animal Allowance Designation:

The following designation applies to the leased premises:

Animals Are NOT Allowed – Lessee(s) shall not keep or permit any animals on the premises under any circumstances.

Bringing an *UNAUTHORIZED ANIMAL* onto the premises will result in an *IMMEDIATE PENALTY FEE* equal to *ONE (1) MONTH'S RENT* in addition to other fees stated elsewhere and may lead to *POSSIBLE EVICTION* for non-compliance with the animal policy outlined in this lease.

Animals Are Allowed – Lessee(s) may keep animals on the premises with prior written approval from the Lessor (See (31) Animal Approval Process), executed Animal Addendum, payment of \$300 Animal Privilege Fee per approved animal, and in compliance with all terms outlined in this section. (See additional fees under Animal Fees below)

Bringing an *UNAUTHORIZED ANIMAL* onto the premises will result in an *IMMEDIATE PENALTY FEE* equal to *ONE (1) MONTH'S RENT* in addition to other fees stated elsewhere and may lead to *POSSIBLE EVICTION* for non-compliance with the animal policy outlined in this lease.

Local Registration Requirement: For properties located within the city limits of Starkville, Mississippi, any dog approved by the Lessor must be registered with the Oktibbeha County Humane Society (OCHS). Lessee(s) must provide proof of such registration to the Lessor within ten (10) days of the dog's approval.

Restricted Animals: The following animals are strictly prohibited on the premises under any circumstances:

- Any dog with a prior bite history.
- The following dog breeds or mixed breeds:
 - American Staffordshire Terrier
 - Pit Bull
 - Bull Terrier
 - Rottweiler
 - Dingo
 - Chow
 - Presa Canario (a.k.a. Canary Dog or Canary Island Dog)
 - Italian Mastiff (a.k.a. Cane Corso)

Animal Fee(s):

Animal Privilege Fee: For properties that allow animals, and with proper application & provisional approval as per section (31) Animal Approval Process, Lessee(s) shall pay a **one-time, non-refundable \$300 Animal Privilege Fee per Approved Animal.**

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Move-Out Cleaning Fee - Animals: In addition to the general cleaning fee specified elsewhere in this lease, a **cleaning fee of \$200 per animal** will be deducted from the security deposit at the end of the lease term. This fee covers additional cleaning and deodorizing required due to the presence of animals on the premises.

Move-Out Pest Treatment Fee – Animals: A **mandatory pest treatment fee of \$250 per animal** will be charged to Lessee(s) at the conclusion of the lease term. This fee ensures proper pest control and sanitation of the premises following occupancy by pets.

Infestations - Animals: If a flea, tick, or other animal-caused pest infestation occurs during the term of this lease, or found upon move-out inspection by Lessor, Lessee(s) shall bear full responsibility for the cost of professional extermination services.

Lessor reserves the right to deduct additional costs from the security deposit if further cleaning or pest treatment is deemed necessary beyond standard procedures.

Bringing an *UNAUTHORIZED ANIMAL* onto the premises will result in an *IMMEDIATE PENALTY FEE* equal to *ONE (1) MONTH'S RENT* in addition to other fees stated elsewhere and may lead to *POSSIBLE EVICTION* for non-compliance with the animal policy outlined in this lease.

Damage and Liability: Lessee(s) are fully responsible for any and all damage caused by an animal, whether approved or not, including damage to the premises, common areas, or neighboring properties. Repair costs will be deducted from the security deposit or billed directly to Lessee(s).

Violations: If any unauthorized animal is found on the premises during the lease term, or evidence that an unauthorized animal had been on the premises during lease term upon move-out inspection by Lessor:

- Lessee(s) will be charged an immediate penalty fee equal to one (1) month's rent, regardless of whether the animal is removed upon discovery.
- Lessee(s) must remove the unauthorized animal within 24 hours of notice from the Lessor.
- Failure to remove the animal within the specified time frame will result in additional fines as determined by the Lessor and/or potential termination of the lease.

Animal Waste Removal: Lessee(s) are responsible for the immediate and proper removal (aka bagged and trashed) of all animal waste from inside and outside of the premises including but not limited to yards, bushes, landscaping, sidewalks, and common areas. Animal waste **may not be left on the ground, in landscaping, or in any other area** of the property. Failure to remove animal waste may result in a cleaning fee of \$50 per occurrence, which will be charged to the Lessee(s). Repeated violations may constitute a breach of this lease, leading to fines, animal removal, or termination of the lease at the Lessor's discretion.

Maintenance: Lessee(s) are responsible for ensuring that animals are properly restrained or removed during maintenance activities, as outlined in Section (32).

(31) Animal Approval Process

IF animals are allowed at the property per Section 30-Animals, the following approval process must be followed before the animal is to come onto the premises.

1. **Submission of Approval Request**

- **Written Request:** Lessee(s) must submit a written, emailed request to the Lessor at KrakerRentals@gmail.com seeking approval for any animal they wish to keep on the premises.
- **Required Details:** The request must include:
 - Type, breed, age, and weight of the animal.

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- Vaccination records, including proof of up-to-date rabies and other required immunizations.
 - Proof of spaying or neutering, if applicable.
 - Any prior behavioral issues or bite history.
2. **Lessor Review and Decision**
- **Review Timeline:** Lessor will review the submitted request and may take up to five (5) business days to approve or deny the request.
 - **Factors for Consideration:**
 - Suitability of the animal for the leased premises (size, breed restrictions, etc.).
 - Compliance with local and state laws, including registration requirements.
 - Potential impact on neighboring tenants and the property.
3. **Provisional Approval or Denial Notification**
- **Provisional Approval:** If provisionally approved, Lessee(s) will receive written confirmation, and a Animal Addendum will begin to be drafted.
 - **Denial:** If denied, Lessor will provide a written explanation, and the Lessee(s) will be prohibited from bringing the animal onto the premises.
4. **Execution of Animal Addendum**
- **Animal Addendum Requirements:** Upon provisional approval, ALL Lessee(s) must sign a Animal Addendum outlining:
 - Specific details about the approved animal(s).
 - Additional animal-related fees and acknowledgement of the end of lease animal cleaning charges (\$200 per animal)
 - Responsibilities for care, supervision, and adherence to property rules regarding the animal.
 - **Animal Fees:** One-Time Non-Refundable Animal Privilege Fee of \$300 per Approved must be paid prior to the animal being brought onto the premises.
5. **Compliance with Local Registration Requirements**
- **Proof of Registration:** Lessee(s) must comply with local registration requirements as outlined in Section (30).
6. **Violation of Approval Process**
- **Unauthorized Animals:** Animals brought onto the premises without following the prior approval process will be deemed unauthorized, and Lessee(s) will face penalties as outlined in “Section (30) Animals – Violations”, including a penalty fee, required removal, and potential lease termination.
7. **Revocation of Approval**
- **Grounds for Revocation:** Lessor reserves the right to revoke animal approval for repeated lease violations, safety concerns, or failure to adhere to the terms of the Animal Addendum.
 - **Notice and Removal:** If approval is revoked, Lessee(s) will have 24 hours to remove the animal from the premises.

(32) Maintenance Requests with Animals

Animal Restraint During Maintenance:

If Lessee(s) submit a maintenance request that requires entry into the leased premises and an animal is present, **Lessee(s) must ensure the animal is fully restrained or removed from the premises *before* maintenance personnel arrive.** Failure to do so may result in delays, additional charges, or rescheduled services.

Notice and Access:

Maintenance providers operate on independent schedules and access the premises using keys from our office. Lessee(s) understand and agree that **Lessor cannot guarantee exact entry times.** It is the sole responsibility of Lessee(s) to ensure that the premises are safe for entry by **properly securing or removing all animals.**

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Missed Maintenance Visits:

If maintenance personnel are unable to complete the requested work due to the presence of an unrestrained animal, **Lessee(s) will be charged a non-refundable missed service fee of \$50** and required to reschedule the visit.

Indemnity and Liability Waiver:

Lessee(s) agree to **hold Lessor and maintenance personnel harmless** for any delays, additional costs, or damages resulting from failure to restrain or remove animals from the premises. **Lessor and/or maintenance personnel shall not be responsible or liable if any animal escapes from the premises during maintenance visits, regardless of the circumstances.**

(33) Breach Notification

Method of Notification: In the event of a breach of this lease agreement by Lessee(s), Lessor reserves the right to notify Lessee(s) via any of the following methods:

- Written notice delivered to the leased premises.
- Email to the address(es) provided by Lessee(s) in this agreement.
- SMS text message to the phone number(s) provided by Lessee(s) in this agreement.

Acknowledgment of Receipt: Lessee(s) agree that notices sent via email or SMS are deemed delivered and received at the time of transmission. It is the responsibility of Lessee(s) to ensure that their provided contact information remains up-to-date and accessible.

Legal Compliance: This clause is intended to comply with all applicable provisions of Mississippi Landlord-Tenant Law regarding notice requirements. In the event of conflict, statutory notice provisions will prevail.

_____ **(34) Voluntary Pre-Move-Out Inspection/Damage Admission:**

Lessee(s) may voluntarily request a pre-move-out inspection up to **45 days prior to the end of the lease term** to identify any damages caused during the lease period. If damages are disclosed during this inspection:

- Lessee(s) may arrange for repairs using vendors from Lessor's approved list.
- By arranging repairs directly, Lessee(s) can pay the vendor directly without incurring additional management markups.
- Any undisclosed or newly discovered damages found after Lessee(s) vacate will be subject to **full repair costs, including administrative fees**, which may be deducted from the security deposit or billed directly to Lessee(s).

Failure to schedule or participate in the voluntary inspection does not exempt Lessee(s) from responsibility for damages found after move-out.

_____ **(35) Property Damage Beyond Normal Wear & Tear:**

Lessee(s) acknowledge that the following types of damage – including but not limited to those caused by animals – are considered **beyond normal wear and tear** and will be the financial responsibility of Lessee(s):

- **Busted interior doors**
- **Chewed or damaged trim**
- **Deep gouges or excessive scratches in flooring**
- **Broken or damaged baseboards**
- **Broken blinds**
- **Large holes in sheetrock**
- **Other harm to interior fixtures and surfaces**

Light surface scratches, minor scuffs, and general signs of aging may be considered normal wear. **Small nail or screw holes** are expected but must be **properly patched by Lessee(s) prior to move-out** using appropriate materials such as **Dap DryDex Spackling** or similar products. Failure to patch holes may result in repair charges.

If such damage is identified: