

LEASE CONTRACT
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This lease, made and entered into on this 20 day of March 2023, by and between LANDLORD, hereinafter called Lessor, and TENANTS hereinafter called Lessee(s). Lessor, in consideration of the rents to be paid by Lessee(s), as hereinafter set forth, and hereto, does hereby lease, upon the terms and conditions hereafter stated, unto Lessee(s) the following described premises: Starkville, MS 39759

TERMS:

The term of this lease shall be for a period of 12 months, to commence on August 1 2023, 12:01 AM and to end on July 31, 2024 at 11:59 PM.

RENTAL:

The Lessee(s) agree to pay unto Lessor a total of \$ total of 12 months for the above stated lease period to be paid in monthly lease payments of \$ months rent. This lease payment is to be paid in advance on the 1st day of the month until the term of this lease has expired. **Lessee(s) agrees to submit lease payments online via the tenant portal (Resident Center) to the Lessor. There is a \$1 fee per transaction when using a checking or savings account (EFT) and a higher convenience charge if a credit/debit card is used.** If lease payment is not received by five (5) days after due date, a late charge of \$ 25.00 will be added to the lease payment for that month. If a late lease payment is received and accepted by Lessor without a late charge, this late charge may be withheld from Lessee(s) deposit. If lease payment has not been received by fifteen (15) days after above due date, Lessor reserves the right to notify Lessee to vacate premises within fifteen days. If this occurs, Lessee(s) will forfeit deposit and will not be released from lease terms until premises are again leased and any discrepancies in lease agreement, either previously or hereinafter, have been satisfied. If more than one party is responsible for the total lease payment, partial payment will not be accepted as it will be the responsibility of these parties to make lease payment in whole as described in this lease agreement. If any check received by Lessor for lease payment, deposit, or any other associated charge to Lessee is returned unpaid to Lessor, a charge of \$25.00 will be assessed to Lessee(s) and Lessee(s) will have five (5) days to render amount of check to Lessor in good order and in cash (US Currency) if Lessor so requests.

DEPOSITS:

The Lessee(s) herein agree to deposit with Lessor the amount of \$ equal to 1 months rent to insure faithful compliance with the terms of this lease. Lessee(s) agree(s) to return 3 keys to Lessor on the last day of this lease. A charge of \$2 will be assessed for any keys not returned. After Lessee(s) have vacated premises, Lessor will inspect the premises, its fixtures, its appliances, and its contents. Upon finding such as clean and in as good a condition as they existed at the beginning of this lease, ordinary wear and tear expected, the Lessor will refund said deposit to Lessee(s) providing Lessee(s) have complied with all other provisions of this lease. The Lessee(s) herein will be held liable for any amount greater than that of said deposit which is necessary to clean and/or repair the premises, its fixtures, its appliances, and its content/furnishings. The said deposit shall also be used to cover unpaid late charges on lease payments, loss of keys, charges for re-keying of locks, and any charge/costs to Lessor brought about by Lessee(s) non-compliance with the terms of this lease. Lessee(s) liability for damages includes premises involved in this lease (interior and exterior), the common areas of the property on which Lessee(s) premises is located, the interior or exterior of any other living unit on the property, and any other structure or property of Lessor located on such property. Lessee understands that deposit will be forfeited if full term of lease period is not honored. It is hereby understood that if deposit is received and lease signed, deposit is forfeited if Lessee(s) cancels lease agreement before occupying premises.

LESSEE(S) AGREE(S) AS FOLLOWS:

- (1) It is agreed that if default be made in the lease payments as stated herein, or any part thereof, or any other violation of the terms of this lease, this lease may be declared forfeited and void by Lessor. It is agreed that Lessor may enter Lessee(s) premises after default of lease and repossess said premises. Lessee(s) agree(s) to pay Lessor's reasonable attorney's fees, court costs, and any other expenses incurred in the collection of any lease payments or in the enforcement of any covenant or agreement herein contained. Lessor shall not become a trespasser by taking possession of premises and there shall be not variation of agreed lease payment or terms of this lease unless agreed to by Lessor in writing.
- (2) Not to use, or permit the premises to be used for any illegal or improper purpose, nor permit any disturbance, noise, or annoyance whatsoever detrimental to the occupants of said premises or adjoining or neighboring dwellings/properties either on or outside Lessor's property. No conduct will be permitted inside or outside Lessee(s) premises which will be deemed by Lessor to be obnoxious or offensive to Lessor or adjoining/surrounding tenants or property owners.
- (3) To permit Lessor to enter premises with or without notification for purposes of inspection and to have premises, contents, appliances, and equipment repaired or replaced, and/or to show premises to prospective Lessee(s), purchasers, mortgagees, or any other persons having legitimate interest therein.
- (4) To notify Lessor of any needed repair or malfunction of any plumbing, electrical, or heating/cooling system and any item that needs to be attended to. After notification, Lessor will respond to any reasonable and correctable problem as soon as arrangements can be made. At no time will Lessee(s) engage any party in the repair or replacement of any such item except with the permission of Lessor.
- (5) To provide insurance for fire, theft, vandalism, etc. of contents of premises if so desired. Lessor provides no insurance for the contents of Lessee(s) premises. Lessor is not responsible for theft, vandalism, or any damage of property belonging to Lessee(s)

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located outside leased premises located in common areas or any other portion of Lessor's property.

(6) Not to sub-let, lease, or otherwise rent all or part of the premises of this lease without permission of Lessor. Tenants desiring to sublet must advertise at their expense to obtain a sublessee for the remaining term of their lease. The prospective tenant must make application with the Lessor, be approved by the Lessor, and execute a new lease. Lessee (s) shall forfeit any deposit upon subletting and new Lessee (s) must provide a new deposit. Lessee(s) further agree(s) not to allow additional occupants for an extended period of time without notification and permission of Lessor. Lessor will have the option of allowing additional occupants for an additional monthly/yearly charge or notifying Lessee(s) for the immediate vacating of such additional occupants.

(7) Not to keep any kind of pet(s) inside or outside leased premises or inside or outside any portion of property belonging to Lessor.

(8) To use only the allotted number of parking spaces for leased premises. To be responsible for visitors and guests not occupying parking spaces allotted to the adjoining or surrounding rental units, driveways, etc.. Lessee(s) further agree(s) not to keep boats, trailer, non-functional vehicles, etc. in allotted parking areas, common areas, drives, etc. Lessee(s) will be responsible for visitors parking off Lessor's property. If towing or storage charges are incurred in removal of any above mentioned items, they will be the responsibility of Lessee(s) and be deducted from deposit if not satisfied.

(9) Lessee(s) will not remove any items belonging to Lessor or being a part of leased premises from leased premises, common areas, or any part of Lessor's property. Lessee(s) further agree(s) not to improve, alter, or make attachments to and/or add to, in any way whatsoever, the leased premises, its contents, fixtures, appliances with prior written consent of Lessor. Lessee(s) will not put nails in walls, doors, door facings, nor place any type of adhesive materials to same. The hanging of pictures will be permitted only with regular picture hanging brackets. Lessee(s) will not hang any items from ceiling nor place bicycles inside living area. Lessee(s) further agree not to use any furniture or fixture inside premises which is filled with any liquid substance.

(10) Lessee(s) will be responsible for removal of garbage from premises, the placement of such in acceptable plastic bags which will be closed at the top, and the placement of such garbage at a place designated by Lessor at times designated by Lessor. Any scattering of such garbage resulting from non-compliance will become the responsibility of the Lessee(s). Lessee(s) is/are further responsible for any litter immediately outside leased premises, or any litter generated by Lessee(s) in the common areas, parking areas, other leased premises, or any part of Lessor's property.

(11) Lessee(s) will be responsible for keeping the inside of leased premises reasonably clean at all times, including appliances and all fixtures. Lessee(s) further agree to be responsible for any stoppage or repair to plumbing caused by misuse or abuse.

(12) Lessee(s) agree(s) and understand that utility bills, deposits, or charges arising from same will be the responsibility of the Lessee(s).

(13) Lessee(s) understand(s) that if Lessee(s) and/or guest(s) are injured or come to harm on premises, Lessor shall in no manner be responsible or held liable for such injuries or harm, and Lessee(s) and/or guest(s) shall hold Lessor harmless for any and all such injuries and harms.

(14) Lessee(s) agree that leased premises shall be used and occupied by Lessee(s) exclusively as a private residence, and no part of premises shall be used at any time for the purpose of carrying on any business, profession, or trade of any kind. Lessee(s) shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of leased premises.

(15) Lessee(s) stipulate that an examination of the leased premises has been made and the premises are, at the time of this lease, in good order, repair, and in a safe, clean, and livable condition.

(16) Lessee(s) agree and understand that if any or all portions of leased premises become partially or totally damaged by fire or other casualty, the premises may be repaired or rebuilt at the option of Lessor. If such occur, lease payments will be suspended during the time that the premises are unlivable, but if Lessor decides not to repair/rebuild the premises, the terms of this lease will end and lease payment prorated to the time of damage or destruction.

(17) Lessee(s) will not keep or have on leased premises any article or thing of a dangerous, inflammable, explosive, or poisonous character which would unreasonably increase the chance of fire, accident, or harm.

(18) Lessee(s) agree that if Lessee(s) are to remain in possession of the leased premises with the consent of Lessor after the natural expiration of this lease, a new lease will be entered into **This new lease must be signed before January 31, 2024.** Lease contract amounts, terms, and covenants may be altered at time a new lease contract is entered into by Lessee(s) and Lessor.

(19) If during the term of this lease, Lessee(s) abandons leased premises or any part thereof, Lessor at his option may enter leased premises without being liable for any prosecution therefore and without becoming liable to Lessee(s) for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee(s) relate the leased premises, or any part thereto, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and at Lessor's option, hold Lessee(s) liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee(s), then Lessor may consider any personal property belonging to Lessee(s) and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

(20) Not more than 3 person(s) shall occupy the premises without the express written consent of Lessor.

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(21) The Lessee(s) herein specifically state and warrant that he, she, or they are of legal age and capacity to execute this contract, and that he, she or they have read, understand, and agree to all the terms and conditions of this lease and are bound by the same; that if he, she, or they are not of legal age, a parent or guardian of legal age will sign and be bound to terms of this contract.

(22) Should Lessee(s) or their guest at any time damage the leased premises, its fixtures, furnishings, and/or appliances or parts thereof, and refuse to immediately compensate Lessor for such damages and/or abuses, then and in that event, notwithstanding any other condition of this lease, the Lessor may have each and every occupant evicted and may retain all deposits as liquidated damages, as well as pursuit of remedies at law and equity.

(23) Lessor reserves the right to have up to five days from beginning of contract period to perform required maintenance and cleaning and to prepare apartment for new Lessee.

(24) Other: Cleaning fee will be withheld from security deposit at end of lease term. The amount is determined by the condition the home is left in.

(25) Other: Utilities are to be in tenants name entire lease period. Any charge to landlord will be withheld from deposit.

(26) Other: No grill of any type is allowed on any covered porch, covered patio, or balcony of your unit at any time.

~~(27) Other: No pets are allowed at any time. If animal of any type is seen at any time in your unit, you agree to forfeit entire security deposit plus any charges incurred from repair due to animal. Any damage from pet will be withheld from deposit.~~

(28) Other: No smoking in property at any time.

(29) Other: Lessor is a licensed MS Real Estate Broker.

Other: TV Wall Mounts and/or LED Light Strips installed by tenant constitute damage and will incur a minimum of \$75 repair fee per TV Mount and/or \$75 per LED Light Strip charged to tenant upon move-out and deducted from Security Deposit or charged directly to tenant at Lessor's discretion.

Lock Out: The lock-out fee is waived for the 1st occurrence during 9AM-7PM M-F. There may be a charge for the second and each subsequent time Lessor is called to let any of the Lessees into the Premises, whatever the reason. A lockout fee of \$20 will be assessed for any occurrence during after-hours and/or holidays.

In Witness Whereof, the Landlord and Tenant have executed the instrument in duplicate, each being deemed and original, on this 20 day of March 2023.

Landlord or Landlord's Agent:

Danielle Heitzmann

Tenants: