

RESIDENTIAL LEASE AGREEMENT

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1 **THIS AGREEMENT**, entered into and effective this the _____ day of _____, _____, by and between
2 _____ hereinafter called
3 the Lessor, and _____, hereinafter
4 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
5 Lessor does hereby demise and lease to the said Lessee, the premises situated at
6 _____ City of _____
7 County of _____ State of Mississippi. "Premises" to be used and occupied by
8 Lessee and the following occupants only: _____
9 _____, as a private residence, and for no other purpose.

10 1. **TERM.** The term hereof shall begin on _____ and continue (check one of the two following alternatives):
11 until _____ for a total rent of \$ _____ dollars; or
12 on a month-to-month basis thereafter, until either party shall terminate this lease by giving the other party not less than thirty (30) days
13 written notice delivered by certified mail or hand-delivered with receipt.

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

17 Time is of the essence. In the event rent is not paid within _____ days after due date, Lessee agrees to pay a
18 late charge of \$ _____ or _____ % of the monthly rental rate. Lessee further agrees to pay \$ _____
19 for each dishonored check in addition to all costs of collection, including fees, court costs and reasonable attorney fees.

20 3. **SECURITY DEPOSIT.** A security deposit of \$ _____, deposited with _____
21 upon execution of this Lease shall be refunded to Lessee within forty-five (45) days after Lessee vacates property provided property is
22 in the same condition as when leased, excepting normal wear and tear.

23 4. **PETS.** Pets are are not allowed on the premises. If Lessor approves pets a pet deposit of \$ _____
24 is is not refundable at termination of lease. No pets shall be placed upon the premises without prior written permission from
25 Lessor.

26 5. **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
27 Lessor may either retain the security deposit as liquidated damages or retain the security deposit and apply it against actual damage
28 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
29 entitled but Lessor shall have all recourse against the Lessee provided by this lease and by law including, but not limited to, summary
30 remedies, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney fees and expenses
31 incurred in and about enforcing any of the terms of this lease, in collecting past due rent, and in recovering possession from Lessee,
32 should the service of an attorney be retained by Lessor in so doing.

33 6. **UTILITIES.** Lessee shall be responsible for deposits and connections of all utility services required on the premises prior to
34 occupancy, and shall be responsible for payment of all utility services during term of lease.
35 Lessor shall be responsible for _____.

36 7. **CONDITION OF PROPERTY.** Lessee stipulates that it has examined the premises, including the grounds and all improvements, and
37 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
38 by Lessee shall be conclusive evidence that it received the premises in good condition and without objection. At the expiration or sooner
39 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
40 commencement of this lease, reasonable wear excepted. Upon vacating the premises, Lessee will leave the same in clean and rentable
41 condition (except for reasonable wear). Lessor may clean and/or repair the premises and deduct the reasonable expenses thereof from
42 Lessee's security deposit. For the purpose of this Clause "reasonable wear" is as determined by Lessor, in its discretion.



- 43 **8. ALTERATION AND IMPROVEMENTS.** Lessee agrees to make no addition, alteration, or improvement, including painting, to the
44 premises without the prior written consent of Lessor. All additions, alteration and improvements shall be the property of the Lessor
45 (with the exception of fixtures installed by Lessor or by Lessee with Lessor's permission that are removable without damage to the
46 premises and moveable personal property), and Lessee shall not be entitled to compensation thereof, nor shall Lessee remove them from
47 the premises without the written consent of the Lessor. If Lessee makes any addition, alteration or improvement, including painting, to
48 the premises without the written consent of Lessor, the Lessor may, at its option, require Lessee to restore the premises to their former
49 condition. If Lessee fails or refuses to make such restoration within thirty (30) days after written notice from the Lessor to do so, Lessor
50 may restore the premises and Lessee shall be responsible for the total cost thereof.
- 51 **9. DAMAGE TO PREMISES.** Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property
52 occurring on the premises or any part thereof or in common areas thereof, unless such damages are the proximate result of the
53 negligence or unlawful act of Lessor, its agents or its employees. Lessee agrees to hold Lessor harmless from any claims for damages,
54 no matter how caused, except for injury or damages for which Lessor is legally responsible.
- 55 **10. RIGHT TO INSPECT AND SHOW PREMISES.** Lessor or its agent shall have the right at all reasonable times to enter the premises
56 to inspect same, make repairs or show the premises to prospective buyers or Lessees. Premises shall be shown by appointment only.
57 Lessee shall cooperate in arranging said appointments. Lessor shall have the right to advertise the premises for sale.
- 58 **11. INDEMNIFICATION.** Lessee hereby covenants and agrees to save, indemnify and hold Lessor and its insurers, agents and employees
59 harmless in the event of any accident, occurrence, injury or loss to Lessee, Lessee's family, co-occupants, employees, invitees or guests,
60 and to also defend, save, indemnify and hold Lessor and its insurers, agents and employees harmless in the event of loss to such persons
61 or anyone due to burglary, theft, robbery, fire, wind, rain or other causes whatsoever. It is understood and agreed that Lessor and his
62 insurers, agents and employees, shall not be liable to Lessee, Lessee's family, co-occupants, friends, guests, invitees or any person for
63 injury, damage or loss of any nature which may occur at any time on account of any defect in the leased premises, the improvements
64 therein and the appurtenances thereto, whether such exists at this time or arises subsequently hereto and whether such defect was known
65 or unknown at the time; that Lessor, his insurers, agents or employees, shall not be liable for any injuries or damages to person or
66 property sustained by Lessee, Lessee's family, co-occupants, guests, friends, servants or any other person upon the premises or any
67 damage to any other person upon the premises or for any damage to any person or property by or from any boiler, plumbing, gas, water,
68 steam or other pipes, sewage or any gas or electrical fixture or appliance or the bursting or leaking thereof.
- 69 **12. ABANDONMENT.** If Lessee fails to pay the rent or any other charge required to be paid by Lessee in a timely manner, or if Lessee
70 shall breach any of the terms of this lease, Lessor shall have such rights as are provided by law. If the premises becomes vacant or
71 abandoned, this lease shall expire and terminate and Lessor may re-enter and take possession in the manner provided by law including,
72 but not limited to summary remedies. In case Lessor shall recover possession of the property, it may, but shall not be required to,
73 remove property of the Lessee and store same, or it may dispose of said property as provided by law. Notwithstanding anything stated
74 herein, Lessee agrees that whether possession is taken or this lease is cancelled by Lessor, the entire unpaid balance of rent shall
75 accelerate and immediately become due and payable and Lessee shall be responsible for all costs, including court costs and attorney fees
76 incurred by Lessor in enforcement of this lease. Lessor shall have all recourse against Lessee provided by this lease and by law and all
77 remedies shall be cumulative and non-exclusive.
- 78 **13. PERFORMANCE.** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions
79 herein contained, or any of them, shall not constitute or be construed as a waiver of relinquishment of Lessor's right thereafter to enforce
80 any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 81 **14. REPAIRS.** Lessee shall be responsible for the first \$ _____ of all repairs to premises, with
82 full discretion as to nature and manner of repairs reserved to Lessor in its sole discretion.
- 83 **15. GOVERNING LAW.** The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of
84 this lease. If any provision of this lease should be held invalid or unenforceable, the validity and enforceability of the remaining
85 provisions of this Lease shall not be affected thereby.



- 86 **16. DISCLOSURE OF AGENCY RELATIONSHIP. CHECK ONE:**
 87 **A.** The Listing Firm, the Leasing Firm, and their salespersons represent the Lessor as their Client. The Lessee is the Customer.
 88 **B.** The Listing Firm and its salespersons represent the Lessor. The Leasing Firm and its salespersons represent the Lessee.
 89 **C.** The Listing Firm and its salespersons represent both the Lessor and the Lessee as dual agents by mutual agreement and all parties
 90 have signed and understand the Dual Agency Confirmation form attached and made a part of this Lease Agreement.
 91 **D.** The Leasing Firm and its salespersons represent the Lessee. The Lessor is the Customer.

92 **17. LEAD-BASED PAINT.** Housing **built before 1978** may contain lead-based paint. Lead from paint, paint chips, and dust can pose
 93 health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting
 94 pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling.
 95 Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

- 96 **18. ADDENDA THAT ARE A PART/ATTACHED:**
 97 1. Application
 98 2. Dual Agency Confirmation, if applicable
 99 3. Lead-based Paint Disclosure, if applicable

100 **19. SPECIAL PROVISIONS & CONTINGENCIES:**

101 _____
 102 _____
 103 _____
 104 _____
 105 _____
 106 _____
 107 _____
 108 _____
 109 _____
 110 _____
 111 _____

112 Lessor _____
 113

114 Lessee _____
 115

116 Lessor _____
 117

118 Lessee _____
 119

120 Date _____

121 Date _____

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APPLICATION

122 **LESSEE** _____ NAME OF CO-LESSEE _____

123 SOCIAL SECURITY # _____ DRIVER'S LICENSE # _____

124 PHONE WORK # _____ PHONE HOME # _____

125 PRESENT ADDRESS _____

126 CITY _____ STATE _____ ZIP _____

127 LANDLORD OR AGENT _____

128 HOW LONG AT PRESENT ADDRESS? _____

129 PREVIOUS ADDRESS _____

130 ANIMALS: YES NO TYPE _____

131 CAR MAKE _____ YEAR _____ MODEL _____ LICENSE # _____

132 NAME OF EMPLOYER _____

133 ADDRESS OF EMPLOYER _____

134 SUPERVISOR _____ PHONE # _____

135 OCCUPATION _____

136 **PERSONAL REFERENCES:**

137 NAME _____

138 ADDRESS _____

139 PHONE # _____

140 **NEAREST RELATIVE:**

141 NAME _____

142 ADDRESS _____

143 PHONE # _____

144 Dated _____ Lessor's Authorized Agent _____

145 **Lessee's authorization to check credit:** _____

146 _____

