

McMillin Real Estate & Appraisal, Inc.

RESIDENTIAL LEASE AGREEMENT

1 THIS AGREEMENT, entered into this _____ 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
5 said Lessor does hereby demise and lease to the said Lessee, the premises situated at
6 _____ City of _____
7 County of _____ State of Mississippi herein after referred to as premises to be used and occupied by
8 Lessee and his immediate family as a private residence, and for no other purpose.

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

13 2. **RENT:** Rent shall be \$ _____ per month, payable in advance, upon the _____ day of each month to Lessor
14 or his authorized agent at the following address:
15 _____
16 Time is of the essence. In the event rent is not paid within _____ days after due date, Lessee agrees to pay a
17 late charge of \$ _____; Lessee further agrees to pay \$ _____ for each dishonored check.

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

22 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
23 the Lessor may either retain the security deposit as liquidated damages or retain the security deposit and apply it against actual
24 damage sustained by Lessor by reason of Lessee's default. The retention of the security deposit shall not be the only remedy to
25 which Lessor is entitled but Lessor shall have all recourse against the Lessee provided by this lease and by law, and all remedies
26 shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney fees and expenses incurred in and about
27 enforcing any of the terms of this lease, in collecting past due rent, and in recovering possession from Lessee, should the service of
28 an attorney be retained by Lessor in so doing.

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

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



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



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

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

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

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

106 Lessee(s) Initials _____ Lessor(s) Initials _____

- 107 17. **ADDENDUM THAT ARE A PART :**
- 108 1. Application
 - 109 2. Agency Disclosure
 - 110 3. Inspection of Premises
 - 111 4. Lead-based Paint Disclosure, if applicable

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

113 _____
114 _____
115 _____
116 _____
117 _____
118 _____
119 _____
120 _____
121 _____
122 _____
123 _____

124 Lessor _____ Lessee _____

125 Lessor _____ Lessee _____

126 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

127 LESSEE _____ NAME OF CO-LESSEE _____

128 SOCIAL SECURITY # _____ DRIVER'S LICENSE # _____

129 PHONE WORK # _____ PHONE HOME # _____

130 PRESENT ADDRESS _____

131 CITY _____ STATE _____ ZIP _____

132 LANDLORD OR AGENT _____

133 HOW LONG AT PRESENT ADDRESS? _____

134 PREVIOUS ADDRESS _____

135 ANIMALS: YES NO TYPE _____

136 CAR MAKE _____ YEAR _____ MODEL _____ LICENSE # _____

137 NAME OF EMPLOYER _____

138 ADDRESS OF EMPLOYER _____

139 SUPERVISOR _____ PHONE # _____

140 OCCUPATION _____

141 **PERSONAL REFERENCES:**

142 NAME _____

143 ADDRESS _____

144 PHONE # _____

145 **NEAREST RELATIVE:**

146 NAME _____

147 ADDRESS _____

148 PHONE # _____

149 Dated _____ Lessor's Authorized Agent _____

150 Lessee's authorization to check credit: _____

151 _____

