

1 **RESIDENTIAL LEASE**

2
3
4 **PARTIES:** _____, designated agent or representative hereinafter referred to
5
6 as Lessor, hereby lease to _____ (the Lessee)
7
8 the following described property for use as a residence.

9
10 _____ bedroom apartment, including all major appliances and utilities, located at
11 _____ Riverside Dr., Unit # _____, Metairie, LA 70003 and one assigned parking space
12 (an additional assigned parking space may be available from the condo office for a small monthly fee)

13
14 **INITIAL TERM:** _____
15

16 **AUTOMATIC RENEWAL:** If Lessee, or Lessor, desires that this lease terminate at the expiration of
17 it's term, he must give to the other party at least 10-days prior written notice. Failure of either party to
18 give this required notice will automatically renew this lease and unless modified all of the terms thereof
19 except that the term of the lease shall continue month to month.
20

21 **RENT:** Rent is due on the first day of the month and if received or postmarked no later than the third
22 day of the month, then a payment of \$ _____ shall apply. Late payments must be paid by Cashiers
23 Check, Money Order, or other acceptable cash equivalent and include an additional \$ 50 late fee plus
24 court costs if applicable.
25

26 **Payments must be made to:**

27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____

34 **PAYMENTS:** Any funds not honored upon presentation for any reason whatsoever, will be considered
35 as having never been received. Lessee additionally agrees that for any reason, dishonored payments or
36 NSF checks will incur an additional handling fee of \$25 and that all subsequent payments shall be by
37 Cashiers Check, Money Order, or other acceptable cash equivalent.
38

39 If payments due, including late fees and charges, have not been received by Lessor through no fault of
40 Lessor, by the 5th of the month, then this Lease shall be considered in default and that all remedies under
41 default shall be exercised. Evictions are filed on the 10th of the month.
42

43 Should Lessee make good on his obligations after filing with the court for eviction, Lessee agrees to pay,
44 in addition to the late fees, an additional \$50 filing fee plus no less than \$120 in court costs. Penalty
45 and fee provisions are not to be considered a waiver or relinquishment of any of the other rights or
46 remedies of Lessor.
47

48 As the rent includes utilities, default may also result in the discontinuation of electrical service to the unit.
49 Any damages caused as a result of the loss of electricity will be the sole responsibility of the Lessee and
50 incur an additional \$50 reconnect charge.
51

52
53 Lessee's initials _____

Lessor's initials _____

54 **SECURITY DEPOSIT:** A deposit in the amount of \$ _____ is required. This deposit, which is
55 non-interest bearing, is to be held by Lessor as security for the full and faithful performance of all of the
56 terms and conditions of this lease. This security deposit is not an advance of rental and Lessee may not
57 deduct any portion of the deposit from the rental costs due Lessor. This security deposit is not to be
58 considered liquidated damages. In the event of forfeiture of the security deposit due to Lessee's failure to
59 fully and faithfully perform all of the terms and conditions of the lease, Lessor retains all of his other
60 rights and remedies. Lessee does not have the right to cancel this lease and avoid his obligations by
61 forfeiting the said security deposit.
62

63 Lessee shall be entitled to an accounting of the said security deposit upon request within 30 days after all
64 keys are returned to Lessor, the premises vacated and a forwarding address given. The premises must be
65 returned to Lessor in as good condition as they were at the time Lessee first occupied same, subject only
66 to normal wear and tear. This shall be further defined as "ready to rent condition". Deposit refunds will
67 be made by check and mailed to the forwarding address given by Lessee.
68

69 Lessee agrees to deliver the premises clean and free of trash at the termination of the lease. The following
70 charges will be made for cleaning: General interior premises cleaning \$125, cleaning of carpet and / or
71 flooring \$150, cleaning of stove \$45, cleaning of refrigerator \$35, smoking residue \$ - entire deposit.
72

73 The security deposit shall be forfeited as liquidated damages should Lessee vacate or abandon the
74 premises before the expiration of the lease, all rental costs covering the entire term has been paid and has
75 given Lessor timely written notice that the lease will not be renewed under its automatic renewal
76 provisions.
77

78 Upon termination of the lease, deductions will be made from the deposit to reimburse Lessor for the cost
79 of unusual or unreasonable wear and tear, for repairing any damage to the premises or equipment or for
80 the replacement of any missing items. This includes damage from unreported plumbing problems or
81 misuse of same. Deductions will also be made to cover any unpaid amounts owed prior to termination of
82 the lease including any unpaid fines due for **Condo Association** rules violations. Lessee additionally
83 agrees to pay for any costs due exceeding the amount of the security deposit.
84

85 **OCCUPANTS - As per the application for tenancy, this is a named occupant lease:**
86 The leased premises shall only be occupied by the following **additional** persons, except in the case of a
87 temporary visitor. A temporary visitor is defined as one who inhabits the property for less than 2 days
88 and is accompanied by an occupant named on the lease at all times. Occupants that have keys to the
89 property are not visitors and must apply for occupancy and be approved via the same process as when the
90 lease was originally granted. The maximum allowed occupancy is limited to no more than 2 per
91 bedroom. Lessee shall be responsible and liable for its occupants and visitors. Unauthorized occupants
92 may be considered as trespassers, banned from the property or at Lessor's option considered an
93 unrepairable lease violation resulting in cancellation of the lease.
94

95 Name: _____ Age: _____ Sex: _____ Relation: _____
96
97 Name: _____ Age: _____ Sex: _____ Relation: _____
98
99 Name: _____ Age: _____ Sex: _____ Relation: _____
100
101 Name: _____ Age: _____ Sex: _____ Relation: _____
102
103 Name: _____ Age: _____ Sex: _____ Relation: _____
104

107 **RULES & REGULATIONS:** Lessee acknowledges receipt of a copy of the rules and regulations which
108 are attached to and form a part of this lease. Lessee agrees to comply with all such rules and regulations
109 and with all reasonable rules and regulations hereafter adopted by the Lessor and the **Condominium**
110 **Association. Additionally, pets, BBQ's, additional major appliances, aquariums and water beds are**
111 **not allowed. No inside smoking is allowed.** Smoking is not compatible with smoke alarms and is a
112 health liability to neighbors. Smoking also damages walls, floors and the air conditioning system.

113
114 **OTHER VIOLATIONS & NUISANCE:** Should the Lessee discontinue the use of the premises for the
115 purposes for which they are rented or fail to maintain a standard of behavior consistent with the
116 consideration necessary to provide reasonable safety, peace and quiet to the neighbors, such as by being
117 boisterous or disorderly, creating undue noise, disturbance or nuisance of any kind or nature, engaging in
118 any unlawful or immoral activities, or failure to abide by the rules and regulations, then Lessor shall have
119 the right to cancel the lease and obtain possession of the premises by giving Lessee written notice to
120 vacate the premises in accordance with the provisions of Articles 4701-4705 of the Louisiana Code of
121 Civil Procedure.

122
123 **DEFAULT OR ABANDONMENT:** Should the Lessee fail to pay amounts due under this lease
124 promptly as stipulated, including any fines or fees levied by the **Condominium Association** incurred by
125 Lessee or its occupants or guests, should the premises be abandoned (it being agreed that an absence of
126 Lessee from the leased premises for five consecutive days after lease payments have become delinquent
127 shall create a conclusive presumption of abandonment) or should Lessee begin to remove furniture or any
128 substantial portion of Lessee's personal property to the detriment of Lessor's lien, or should bankruptcy
129 proceedings be commenced by or against Lessee, or should Lessee make an assignment for the benefit of
130 creditors, or should Lessee not be reachable by phone, mail or posting, then in any of said events, Lessee
131 shall be ipso facto in default and the lease payments for the whole of the unexpired term of the lease shall
132 immediately become due. However, Lessor may proceed one or more times for past due installments
133 without prejudicing his rights to proceed later for the lease payments for the remaining term of the lease.

134
135 In the event of any such default, Lessor retains the option to cancel the lease and obtain possession of the
136 premises by giving Lessee written notice to vacate the premises in accordance with the provisions of
137 Articles 4701-4705 of the Louisiana Code of Civil Procedures; however, Lessor retains the right of
138 waiver of notice. In the event of such cancellation and eviction, Lessee is obligated to pay any and all
139 lease payments due and owing through the day the premises are re-leased including associated cost of
140 same or the lease expires, whichever is sooner. Lessee is also obligated to pay the costs of eviction.

141
142 In the event the premises are abandoned as defined above, Lessee grants to Lessor the right to dispose of
143 belongings remaining in the premises in any manner Lessor chooses without any responsibility or liability
144 to Lessee for any loss which Lessee may sustain. Lessee shall be responsible for any cost incurred in
145 removal of said abandoned belongings.

146
147 **WAIVER OF NOTICE:** Except in the case of subsidized housing, Lessee expressly waives notice to
148 vacate the premises prior to institution of eviction proceedings in accordance with the Louisiana Code of
149 Civil Procedures, 4701 & 2713.

150
151 **LEGAL FEES:** Lessee further agrees that if an attorney is employed to protect any rights of Lessor then
152 Lessee will pay the fees of such attorney. Such fee is hereby fixed at 25% (twenty-five percent) of the
153 amount claimed or a minimum of \$300.00, whichever is greater. Lessee additionally agrees to pay all
154 cost of notice, court costs, eviction costs, and sheriff's & constable's fees incurred by Lessor.

155
156
157 Lessee's initials _____

Lessor's initials _____

158 **WARRANTY, MAINTAINANCE & REPAIRS:** Lessee warrants he has inspected the premises and
159 finds them in acceptable condition and agrees to keep them in such condition during the term of the lease
160 and to return them in like condition upon move out, normal wear and tear excepted. Lessor will, upon
161 notice, make any necessary repairs to appliances, electrical, mechanical HVAC and plumbing systems
162 within a reasonable response time. Lessee is to furnish Lessor with a list of any deficiencies on the move
163 in inspection report form within 10-days of occupancy. The inspection form will be kept on file by
164 Lessor in case of any dispute as to move-in / move-out condition of the property.
165

166 The Lessee shall be responsible for normal interior maintenance at his expense and keep the premises in a
167 safe, clean and sanitary condition. This includes, but is not limited to, the regular replacement of the
168 heating and air conditioner filters, smoke alarm batteries, light bulbs, etc. Lessor respects the Lessee's
169 right to privacy and the peaceful and quiet occupation of the premises without undue interference from
170 Lessor, therefore it is the responsibility of the Lessee to notify Lessor of any required repairs that he feels
171 is outside the range of normal tenant maintenance. Lessee, however, shall be responsible for the expense
172 of any repairs or replacements due to misuse or abuse.
173

174 Lessor or his designated agent shall be responsible for all exterior maintenance and will make necessary
175 repairs to the exterior with reasonable promptness after receipt of notice. Management, Lessor, his agent
176 or employees shall have the right to enter the premises for the purpose of making repairs, performing
177 maintenance, improvements or inspections necessary for the preservation of the property and to dispose of
178 personal items found to be in a state of decay or otherwise causing or contributing to damage of the
179 property. Advance notice shall not be required in the case of water leakage, fire, or other emergency.
180

181 **Under no condition is Lessee to allow unchecked water leakage** and is to immediately notify Lessor of
182 uncontrolled water leakage from any source, or if unreachable, the Condo association management.
183 Windows and doors are to be kept closed and secured whenever unoccupied or during incimate weather
184 to keep rain, insects and pests from entering the premises. Window screens must remain intact. Any
185 damage to the premises due to Lessee's neglect of action will be the responsibility of the Lessee.
186

187 **ADDITIONS & ALTERATIONS:** Lessee shall not remodel, paint, structurally change, put or allow
188 holes in the walls, woodwork or floors or remove any fixture without written permission from Lessor.
189 Lessee shall not make any addition, alteration or improvement to the premises without written permission
190 of Lessor. Any such addition, alteration or improvement made to the property by the Lessee shall become
191 the property of Lessor at the termination of this lease unless otherwise stipulated herein.
192

193 **OCCUPANCY:** Should Lessee be unable to obtain occupancy on the date of the beginning of the lease
194 due to causes beyond control of Lessor, this lease shall not be affected thereby, but Lessee shall owe lease
195 payments beginning only with the day on which he can obtain possession. Lessee shall not be entitled to
196 any damages beyond the remission of the rental costs for such term during which he is deprived
197 occupancy. Should the Lessor be unable to provide occupancy within 10 days from the commencement
198 of this lease, the Lessee shall have the option of terminating this lease by giving written notice to Lessor.
199

200 Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by
201 fire or other unforeseen event not due to any fault or neglect of Lessee, then Lessee shall be entitled to a
202 refund of any prepaid rent for the unexpired term of the lease. However, Lessee shall not be entitled to a
203 reduction of the monthly rent or cancellation of this lease because of a temporary failure of utilities, heat,
204 air conditioning or other temporary facility outages.
205

206 **SUB LEASE:** Lessee is not permitted to sublet or grant use or possession of the leased premises without
207 the written consent of Lessor and then only in accordance with lease.
208

209 Lessee's initials _____

Lessor's initials _____

210 **WAIVER OF LIABILITY:** If any employee of Lessor, his agent or premises management renders any
211 other services (such as parking, washing or delivery of automobiles, handling of furniture or other articles,
212 cleaning the rented premises, package delivery, or any other service) for or at the request of resident, his
213 family, employees or guests, then for the purpose of such service, such employees shall be deemed the
214 servant of Lessee, regardless of whether or not payment is arranged for such service, and Lessee agrees to
215 relieve Lessor and hold Lessor harmless from any and all liability in connection with such services.
216

217 Lessor shall not be liable to Lessee, Lessee's employees, contractors, tenants, patrons, visitors, or to any
218 other person for any damage to person or property caused by any act, omission, neglect or criminal act of
219 Lessee or any other tenant or third party. Lessee agrees to defend, indemnify and hold Lessor harmless
220 from all claims for any such damage, whether the injury occurs on or off the leased premises.
221

222 As per LA Statue 9:3221 Lessee assumes responsibility for the condition of the premises. Lessor will not
223 be responsible for damage caused by any vices or defects of the leased property, or the consequences
224 thereof, except in the case of positive neglect or failure to act after having been given written notice and a
225 reasonable amount of time to take action toward the remedying of such defects. Should Lessee fail to
226 promptly notify Lessor in writing of any such defect, Lessee will become responsible for any such
227 damage or claims.
228

229 The leased premises are condominiums and as such Lessor does not have ownership or control of any of
230 the property or facilities located outside of the interior of the rented unit. All such exterior property in
231 common with the units at large is governed by the condominium association. The condominium office
232 sets the rules & regulations regarding these areas; however, such rules are part of this lease and binding
233 upon Lessee. Lessee hereby releases, relieves and holds Lessor blameless for any damage or injury to
234 persons or property caused as a result of the use of the common areas exterior to the rented unit.
235

236 **INSURANCE:** The Lessee shall, at his own expense, provide insurance to cover the loss or destruction
237 of Lessee's personal / private property on or within the leased premises. Lessor is not obliged nor carries
238 insurance for the protection of Lessee's property. Lessee and its insurers waive all right of subrogation
239 against Lessor and its insurers. Lessee additionally agrees to do nothing which would forfeit Lessor's
240 insured interest in the property. Lessee agrees that any cause by Lessee resulting in invalidation of
241 Lessor's insurance becomes the liability of the Lessee.
242

243 **SECURITY:** Notwithstanding anything contained herein to the contrary, the Lessor does not undertake
244 any obligation to provide security to the Lessee. By way of example, but without limitation, the Lessor
245 does not warrant that the area in which the leased premises are located is safe or appropriate for habitation
246 by the Lessee nor that the security devices which may be located on the leased premises will protect the
247 person or property of the Lessee. Lessor and Lessee further agree that there is no special relationship
248 between them such as to create an obligation upon the Lessor to provide security to the Lessee.
249

250 **SIGNS & ACCESS:** Lessor reserves the right to post on the premises "For Sale" or "For Rent" signs at
251 all times. Lessee will allow parties authorized by Lessor to visit the premises at reasonable hours in view
252 of buying said property or in view of renting for 30 days prior to the expiration of this Lease. Lessee will
253 also permit Lessor to have access to the premises for the purpose of inspection at reasonable intervals
254 between the hours of 8:00 a.m. to 5:00 p.m.
255

256 **SURRENDER OF PREMISES:** At the expiration of this lease, or its termination for other causes,
257 Lessee is obligated to immediately surrender possession, and should Lessee fail to do so, he consents to
258 pay any and all damages, but in no case less than five times the rent per day, plus condo fees, plus
259 attorney's fees, and other related costs.
260

261 Lessee's initials _____

Lessor's initials _____

262 **OTHER:** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements
263 and conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or
264 relinquishment of the Lessor's right thereafter to enforce any such terms, covenant, agreement and
265 condition, but the same shall continue in full force and effect. If any part of this lease is or becomes
266 contrary to law, the remainder of this lease shall be unaffected.

267
268 It is herein agreed the terms "Lessor" and "Lessee", as used in this agreement, shall include the plural and
269 shall apply to persons, both male and female. All obligations of Lessee are several and in solido.
270 Reference to Lessor may, where applicable, include its designated agent, heirs, assignee or representative.

271
272 This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by
273 the Lessor on the entire property of which the leased premises form a part.

274
275 In the event that during the term of this lease, or any renewal hereof, either the real estate taxes, utility
276 costs, condominium fees or other expenses beyond the control of Lessor should increase above the
277 amount being paid on the property at the inception of this lease, then Lessee agrees to pay his
278 proportionate share of such increase. Such payment or payments by Lessee shall be due monthly as
279 increased rent throughout the remainder of Lessee's occupancy; and all such sums may be withheld from
280 Lessee's security deposit if not fully paid at the time Lessee vacated the premises. Lessor reserves the
281 right to adjust the base rent upon expiration of the initial term of the lease. A 30-day notice will be given
282 to Lessee before any increases are made.

283
284 **ENVIROMENTAL HAZZARDS NOTICE AND DISCLAIMER:** Although Lessor has no specific
285 knowledge of hazardous materials on the premises, Lessor is aware that the premises were constructed
286 prior to 1978 and thus might contain lead based paint, asbestos, or other toxins which may cause serious
287 injury or death if consumed or ingested into the human body. Lessee acknowledges receipt of the
288 "*Protect Your Family From Lead in Your Home*" pamphlet with respect to notice and information on lead
289 based paint.

290
291 **Lessor does not offer the property for rental to anyone who is or may be allergic or otherwise sensitive to**
292 **mold or other common household toxins.** Lessee acknowledges receipt of the "*Mold, Moisture, and Your*
293 *Home*" pamphlet with respect to notice and information on mold related hazards.

294
295 Having knowledge of these facts, Lessee agrees to maintain the premises in a reasonably safe condition,
296 to report to Lessor any condition which may lead to damage or injury because of lead, asbestos or other
297 toxins, and further agrees to assume the use and occupancy of the leased premises at his own risk and
298 releases Lessor, his agents and /or representatives from any claims relating to or sustained as a
299 consequence thereof, and further agrees to hold harmless, defend and indemnify Lessor, his agents and /or
300 representatives from any claims made by Lessee, residents of its house hold or others using the premises.

301
302 **SEX OFFENDER AND CHILD PREDATOR REGISTRY NOTICE:** The Louisiana Bureau of
303 Criminal Identification and Information maintains a State Sex Offender and Child Predator Registry,
304 which is a public access database of the locations of individuals required to register pursuant to LSA-R.S.
305 15:540 et seq. Sheriff's Department and Police Departments serving jurisdictions of 450,000 also
306 maintain such information. The State Sex Offender and Child Predator Registry database can be accessed
307 at www.lsp.org/socpr/default.html and contains addresses, pictures and conviction records for registered
308 offenders. The database can be searched by zip code, city, parish or by offender name. Information is
309 also available by phone at 1-800-858-0551 or 1-225-925-6100.

310
311
312 Lessee's initials _____

Lessor's initials _____

313 **NOTICE:** Unless noted otherwise, in the course of doing business it is understood and agreed that all
314 parties in the lease have access to the information contained herein as well as Lessor's designated agent if
315 applicable. If necessary, information may also be released to law enforcement, judicial and credit
316 agencies.
317
318

319 Lessor or Agent:

320
321 _____, _____
322 (Signature) (Dated)

Alternate emergency contact:

323
324 _____
325 _____
326 _____

Condominium Association

327
328 Phone: _____

Phone: _____

329 Email: _____

330
331 ~~~~~

332
333 Lessee # 1 :

Lessee # 2 :

334
335 _____, _____
336 (Signature) (Dated)
337 _____
338 (Printed Name)
339 _____
340 (Address prior to this lease)
341 _____

_____ , _____
(Signature) (Dated)

(Printed Name)

(Address prior to this lease)

342
343 Phone:

Phone:

344
345 Work Phone:

Work Phone:

346
347 Emergency Contact and / or alternate address of notice:
348
349
350
351

352 Addendums and attachments forming a part of this Lease contract:

- 353
354 1. Application for apartment with criminal background check on all adults to occupy the unit
355 2. Receipt for deposit
356 3. Mold & moisture prevention pamphlet
357 4. Lead based paint safety and information pamphlet
358 5. Copy of Condominium Rules & Regulations
359 6. Crime Free Lease Addendum
360 7. Any property defects to be noted on inspection report within 10-days of move in.
361