

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:** (_____) – Beginning on: _____

15
16 **AUTOMATIC RENEWAL:** If Lessee, or Lessor, desires that this lease terminate at the expiration of its
17 term, he must give to the other party written notice at least 30 days prior to that date. Failure of either
18 party to give this required notice will automatically renew this lease and unless modified all of the terms
19 thereof except that the term of the lease will be for one month. This provision is a continuing one and
20 will apply at the expiration of the original term and at the expiration of each subsequent term.

21
22 **DISCOUNTED RENT:** Rent is due on the first day of the month and if received or postmarked no
23 later than the third day of the month, then a payment of \$ _____ shall apply. Late payments must be
24 paid by Cashiers Check or Money Order and include an additional \$ 50 late fee plus \$ 10 per each
25 additional day for payments received after the 3rd of the month.

26
27 **Payments must be made by check or money order only and mailed to:**

28
29 _____
30 _____
31 _____
32

33
34
35 **PAYMENTS:** Any funds not honored upon presentation for any reason whatsoever, will be considered
36 as having never been received. Lessee additionally agrees that for any reason, dishonored payments or
37 NSF checks will incur an additional handling fee of \$25 and that all future payments shall be by
38 Cashiers Check or Money Order.

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

43
44 As the rent includes utilities, default may also result in the discontinuation of electrical service to the unit.
45 Any damages caused as a result of the loss of electricity will be the sole responsibility of the Lessee and
46 incur an additional \$50 reconnect charge.

47
48 Should Lessee make good on his obligations after filing with the court for eviction, Lessee agrees to pay,
49 in addition to the late fees, an additional \$50 filing fee plus no less than \$100 in court costs. Penalty
50 and fee provisions are not to be considered a waiver or relinquishment of any of the other rights or
51 remedies of Lessor.

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 \$125, cleaning of stove \$25, cleaning of refrigerator \$25, 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:** In addition to the Lessee, the leased premises shall only be occupied by the following
86 **additional** persons, except in the case of a temporary visitor. A temporary visitor shall be defined as one
87 who inhabits the property for less than 2 days and is accompanied by an occupant named on the lease at
88 all times. The maximum allowed occupancy is limited to no more than 2 per bedroom. Lessee shall be
89 responsible and liable for its occupants and visitors. Unauthorized occupants may be considered as
90 trespassers and banned from the property and at Lessor's option could result in cancellation of this lease.

91
92 Name: _____ Age: _____ Sex: _____ Relation: _____

93
94 Name: _____ Age: _____ Sex: _____ Relation: _____

95
96 Name: _____ Age: _____ Sex: _____ Relation: _____

97
98 Name: _____ Age: _____ Sex: _____ Relation: _____

99
100 Name: _____ Age: _____ Sex: _____ Relation: _____

101
102
103
104 Lessee's initials _____

Lessor's initials _____

105 **RULES & REGULATIONS:** Lessee acknowledges receipt of a copy of the rules and regulations which
106 are attached to and form a part of this lease. Lessee agrees to comply with all such rules and regulations
107 and with all reasonable rules and regulations hereafter adopted by the Lessor and the **Condominium**
108 **Association** and posted in or about the premises and / or mailed or delivered to Lessee. Additionally, **no**
109 **inside smoking is allowed**, nor pets, BBQ's, additional major appliances, aquariums, or water beds.

110
111 **OTHER VIOLATIONS & NUISANCE:** Should the Lessee discontinue the use of the premises for the
112 purposes for which they are rented or fail to maintain a standard of behavior consistent with the
113 consideration necessary to provide reasonable safety, peace and quiet to the neighbors, such as by being
114 boisterous or disorderly, creating undue noise, disturbance or nuisance of any kind or nature, engaging in
115 any unlawful or immoral activities, or failure to abide by the rules and regulations, and should such
116 violation continue after written notice (such notice may be posted on Lessee's door) to cease and desist
117 from such activity or disturbance, then, Lessee shall be ipso facto in default and Lessor shall have the
118 option to demand the lease payments for the whole unexpired term of the lease which shall at once
119 become due and exigible or to immediately cancel this lease and obtain possession of the premises by
120 giving Lessee written notice to vacate the premises in accordance with the provisions of Articles 4701-
121 4705 of the Louisiana Code of 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 or mail, then in any of said events, Lessee shall be
131 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 cost 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:** Lessee expressly waives notice to vacate the premises prior to institution of
148 eviction proceedings in accordance with the Louisiana Code of Civil Procedures, 4701 & 2713.

149
150 **LEGAL FEES:** Lessee further agrees that if an attorney is employed to protect any rights of Lessor then
151 Lessee will pay the fees of such attorney. Such fee is hereby fixed at 25% (twenty-five percent) of the
152 amount claimed or a minimum of \$300.00, whichever is greater. Lessee additionally agrees to pay all
153 cost of notice, court costs, eviction costs, and sheriff's & constable's fees incurred by Lessor.

154
155 Lessee's initials _____

Lessor's initials _____

156 **WARRANTY, MAINTAINANCE & REPAIRS:** Lessor warrants that the leased premises are in good
157 condition. Lessee accepts them in such condition and agrees to keep them in such condition during the
158 term of the lease at his expense and to return them to Lessor in the same condition at the termination of
159 the lease, normal decay, wear and tear excepted. Lessee is to furnish Lessor with a list of any deficiencies
160 on the move in inspection report form. The inspection form will be kept on file by Lessor in case of any
161 dispute as to move-in / move-out condition of the property.
162

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

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

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

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

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

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

203 **SUB LEASE:** Lessee is not permitted to sublet or grant use or possession of the leased premises without
204 the written consent of Lessor and then only in accordance with lease.
205

206 Lessee's initials _____

Lessor's initials _____

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

214 The Lessor shall not be liable to Lessee, or to Lessee's employees, patrons and visitors, or to any other
215 person for any damage to person or property caused by any act, omission or neglect of Lessee or any other
216 tenant of said premises, and Lessee agrees to defend, indemnify and hold Lessor harmless from all claims
217 for any such damage, whether the injury occurs on or off the leased premises.
218

219 Lessee assumes responsibility for the condition of the premises. Lessor will not be responsible for
220 damage caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or any vices or defects
221 of the leased property, or the consequences thereof, except in the case of positive neglect or failure to act
222 after having been given written notice and a reasonable amount of time to take action toward the
223 remedying of such defects. Should Lessee fail to promptly notify Lessor in writing of any such defect,
224 Lessee will become responsible for any damage or claims resulting to Lessor or other parties.
225

226 Lessee hereby releases, relieves and holds Lessor blameless for any damage or injury to persons or
227 property caused as a result of the use of the swimming pool by Lessee or any persons making use of said
228 pool through the use, permission or consent of Lessee. Lessee further agrees not to use or permit the use
229 of alcoholic beverages within swimming pool and other public areas. No children under the age of 12
230 years of age are to be allowed in or about swimming pool areas unless accompanied by an adult.
231

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

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

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

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

257 Lessee's initials _____

Lessor's initials _____

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

263
264 It is herein agreed the terms "Lessor" and "Lessee", as used in this agreement, shall include the plural and
265 shall apply to persons, both male and female. All obligations of Lessee are several and in solido.
266 Reference to Lessor may, where applicable, include its designated agent, heirs, assignee or representative.

267
268 This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by
269 the Lessor on the entire property of which the leased premises form a part.

270
271 In the event that during the term of this lease, or any renewal hereof, either the real estate taxes, utility
272 costs, condominium fees or other expenses beyond the control of Lessor should increase above the
273 amount being paid on the property at the inception of this lease, then Lessee agrees to pay his
274 proportionate share of such increase. Such payment or payments by Lessee shall be due monthly as
275 increased rent throughout the remainder of Lessee's occupancy; and all such sums may be withheld from
276 Lessee's security deposit if not fully paid at the time Lessee vacated the premises. Lessor reserves the
277 right to adjust the base rent upon expiration of the initial term of the lease. A 30-day notice will be given
278 to Lessee before any increases are made.

279
280 **ENVIROMENTAL HAZZARDS NOTICE AND DISCLAIMER:** Although Lessor has no specific
281 knowledge of hazardous materials on the premises, Lessor is aware that the premises were constructed
282 prior to 1978 and thus might contain lead based paint, asbestos, or other toxins which may cause serious
283 injury or death if consumed or ingested into the human body. Lessee acknowledges receipt of the
284 "*Protect Your Family From Lead in Your Home*" pamphlet with respect to notice and information on lead
285 based paint.

286
287 **Lessor does not offer the property for rental to anyone who is or may be allergic or otherwise sensitive to**
288 **mold or other common household toxins.** Lessee acknowledges receipt of the "*Mold, Moisture, and Your*
289 *Home*" pamphlet with respect to notice and information on mold related hazards.

290
291 Having knowledge of these facts, Lessee agrees to maintain the premises in a reasonably safe condition,
292 to report to Lessor any condition which may lead to damage or injury because of lead, asbestos or other
293 toxins, and further agrees to assume the use and occupancy of the leased premises at his own risk and
294 releases Lessor, his agents and /or representatives from any claims relating to or sustained as a
295 consequence thereof, and further agrees to hold harmless, defend and indemnify Lessor, his agents and /or
296 representatives from any claims made by Lessee, residents of its house hold or others using the premises.

297
298 **SEX OFFENDER AND CHILD PREDATOR REGISTRY NOTICE:** The Louisiana Bureau of
299 Criminal Identification and Information maintains a State Sex Offender and Child Predator Registry,
300 which is a public access database of the locations of individuals required to register pursuant to LSA-R.S.
301 15:540 et seq. Sheriff's Department and Police Departments serving jurisdictions of 450,000 also
302 maintain such information. The State Sex Offender and Child Predator Registry database can be accessed
303 at www.lasocpr.lsp.org/socpr/ and contains addresses, pictures and conviction records for registered
304 offenders. The database can be searched by zip code, city, parish or by offender name. Information is
305 also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18,
306 Baton Rouge, LA 70896. You can also email State Services at SOCP@dps.state.la.us for more info.

307
308 Lessee's initials _____

Lessor's initials _____

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

315 Lessor or Agent:

316 _____
317 _____, _____
318 (Signature) (Dated)

Alternate emergency contact:

319 _____
320 _____
321 _____
322 _____

Condominium Association

323 _____
324 Phone: _____
325 Email: _____
326 _____

Phone: _____

327 ~~~~~

328
329 Lessee # 1 :

Lessee # 2 :

330
331 _____, _____
332 (Signature) (Dated)
333 _____
334 (Printed Name)
335 _____
336 (Address prior to this lease)
337 _____

_____ , _____
(Signature) (Dated)

(Printed Name)

(Address prior to this lease)

338
339 Phone:

Phone:

340
341 Work Phone:

Work Phone:

342
343 Emergency Contact and / or alternate address of notice:
344
345
346
347

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

- 349
350 1. Application for apartment with criminal background check on all adults to occupy the unit
351 2. Receipt for deposit
352 3. Mold & moisture prevention pamphlet
353 4. Lead based paint safety and information pamphlet
354 5. Copy of Condominium Rules & Regulations
355 6. Crime Free Lease Addendum
356 7. Any property defects to be noted on inspection report within 5-days of move in.
357

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