

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

25
26 **Payments must be made by check or money order only and mailed 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 or Money Order. With approval, the “Venmo” app may be an acceptable alternative.

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, including prompt eviction.

42
43 As the rent includes utilities, default may also result in the discontinuation of electrical service to the unit.
44 Any damages caused as a result of the loss of electricity will be the sole responsibility of the Lessee and
45 incur an additional \$50 reconnect charge.

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

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

61
62 Lessee shall be entitled to an accounting of the said security deposit upon request within 30 days after all
63 keys are returned to Lessor, the premises vacated and a forwarding address given. The premises must be
64 returned to Lessor in as good condition as they were at the time Lessee first occupied same, subject only
65 to normal wear and tear. This shall be further defined as "ready to rent condition". Deposit refunds will
66 be made by check and mailed to the forwarding address given by Lessee.

67
68 Lessee agrees to deliver the premises clean and free of trash at the termination of the lease. The following
69 charges will be made for cleaning: General interior premises cleaning \$125, cleaning of carpet and / or
70 flooring \$150, cleaning of stove \$45, cleaning of refrigerator \$35, smoking residue \$ - entire deposit.

71
72 The security deposit shall be forfeited as liquidated damages should Lessee vacate or abandon the
73 premises before the expiration of the lease, all rental costs covering the entire term has been paid and has
74 given Lessor timely written notice that the lease will not be renewed under its automatic renewal
75 provisions.

76
77 Upon termination of the lease, deductions will be made from the deposit to reimburse Lessor for the cost
78 of unusual or unreasonable wear and tear, for repairing any damage to the premises or equipment or for
79 the replacement of any missing items. This includes damage from unreported plumbing problems or
80 misuse of same. Deductions will also be made to cover any unpaid amounts owed prior to termination of
81 the lease including any unpaid fines due for **Condo Association** rules violations. Lessee additionally
82 agrees to pay for any costs due exceeding the amount of the security deposit.

83
84 **OCCUPANTS - As per the application for tenancy, this is a named occupant lease:**
85 The leased premises shall only be occupied by the following **additional** persons, except in the case of a
86 temporary visitor. A temporary visitor is defined as one who inhabits the property for less than 2 days
87 and is accompanied by an occupant named on the lease at all times. Occupants that have keys to the
88 property are not visitors and must apply for occupancy and be approved via the same process as when the
89 lease was originally granted. The maximum allowed occupancy is limited to no more than 2 per
90 bedroom. Lessee shall be responsible and liable for its occupants and visitors. Unauthorized occupants
91 may be considered as trespassers, banned from the property or at Lessor's option considered an
92 unrepairable lease violation resulting in cancellation of the lease.

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 Name: _____ Age: _____ Sex: _____ Relation: _____

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

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

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

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

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

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

156 Lessee's initials _____

Lessor's initials _____

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

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

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

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

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

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

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

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

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

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

220 Lessee assumes responsibility for the condition of the premises. Lessor will not be responsible for
221 damage caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or any vices or defects
222 of the leased property, or the consequences thereof, except in the case of positive neglect or failure to act
223 after having been given written notice and a reasonable amount of time to take action toward the
224 remedying of such defects. Should Lessee fail to promptly notify Lessor in writing of any such defect,
225 Lessee will become responsible for any damage or claims resulting to Lessor or other parties.
226

227 Lessee hereby releases, relieves and holds Lessor blameless for any damage or injury to persons or
228 property caused as a result of the use of the swimming pool by Lessee or any persons making use of said
229 pool through the use, permission or consent of Lessee. Lessee further agrees not to use or permit the use
230 of alcoholic beverages within swimming pool and other public areas. No children under the age of 12
231 years of age are to be allowed in or about swimming pool areas unless accompanied by an adult.
232

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

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

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

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

258 Lessee's initials _____

Lessor's initials _____

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

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

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

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

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

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

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

299 **SEX OFFENDER AND CHILD PREDATOR REGISTRY NOTICE:** The Louisiana Bureau of
300 Criminal Identification and Information maintains a State Sex Offender and Child Predator Registry,
301 which is a public access database of the locations of individuals required to register pursuant to LSA-R.S.
302 15:540 et seq. Sheriff's Department and Police Departments serving jurisdictions of 450,000 also
303 maintain such information. The State Sex Offender and Child Predator Registry database can be accessed
304 at www.lasocpr.lsp.org/socpr/ and contains addresses, pictures and conviction records for registered
305 offenders. The database can be searched by zip code, city, parish or by offender name. Information is
306 also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18,
307 Baton Rouge, LA 70896. You can also email State Services at SOCP@dps.state.la.us for more info.
308

309 Lessee's initials _____

Lessor's initials _____

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

315

316 Lessor or Agent:

317

318 _____, _____
319 (Signature) (Dated)

Alternate emergency contact:

320

321 _____

322 _____

323 _____

324

Condominium Association

325 Phone: _____

Phone: _____

326 Email: _____

327

328 ~~~~~

329

330 Lessee # 1 :

Lessee # 2 :

331

332 _____, _____
333 (Signature) (Dated)

_____, _____
(Signature) (Dated)

334 _____
335 (Printed Name)

(Printed Name)

336 _____
337 (Address prior to this lease)

(Address prior to this lease)

338

339

340 Phone:

Phone:

341

342 Work Phone:

Work Phone:

343

344 Emergency Contact and / or alternate address of notice:

345

346

347

348

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

350

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

358

359 Form revision 919