

## **NEXTRENTAL PROPERTIES RESIDENTIAL LEASE AGREEMENT**

THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") is made and entered into on \_\_\_\_\_, 20\_\_\_\_ by and between Landlord (defined below) and Tenant (defined below). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (defined below), for and subject to the terms and provisions set forth in this Lease.

1. **Parties and Premises.**

(A) As used in this Lease, "Landlord" means \_\_\_\_\_.

(B) As used in this Lease, "Tenant" means \_\_\_\_\_. The individuals comprising Tenant and the children of such individuals, as set forth below, shall be the only occupants of the Premises. As of the date of this Lease, the children of the individuals comprising Tenant are \_\_\_\_\_.

(C) As used in this Lease, "Premises" means that certain residence situated in \_\_\_\_\_ County, Mississippi and having an address of \_\_\_\_\_.

2. **Term.** Subject to the terms and provisions of this Lease, Landlord leases the Premises to Tenant from twelve o'clock noon on \_\_\_\_\_, 20\_\_\_\_ until 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_ (the "Term"). Subject to Tenant's performance of all obligations under this Lease, including without limitation, payment of Rent (defined below) and other amounts due to Landlord, Tenant shall enjoy quiet possession of the Premises, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease. If for any reason Landlord is unable to deliver possession of the Premises to Tenant on the date specified above, then Tenant waives any claim for damages in consideration of Landlord abating the Rent for the period the Premises is unavailable, and this Lease shall not be affected, except that the commencement of this Lease shall be extended by one (1) day for each day of such delay.

For any lease term longer than one (1) month, this Lease will automatically renew on a month-to-month basis unless either party gives written notice of termination not less than sixty (60) days prior to the term expiration date. Each renewal term will be upon the same terms, covenants and conditions as are contained in this Lease except that the Rent will be adjusted to the rental rates being charged by Landlord at the time of renewal. The Tenant or Landlord may terminate a month-to-month lease by delivering written notice of termination to the other party no less than thirty (30) days prior to the termination. Time is of the essence with respect to the delivery of any termination notice under this paragraph.

3. **Rent.**

(A) Rent for the Premises shall be paid in monthly installments of \$\_\_\_\_\_ per month payable in advance, on or before the first day of each calendar month during the Term of this Lease at the location set forth below, without notice or demand ("Rent").

(B) Tenant shall also pay additional rent of \$\_\_\_\_\_ per month to Landlord for providing \_\_\_\_\_ ("Additional Rent"). Additional Rent shall also include any other amounts payable by Tenant to Landlord under this Lease.

(C) All payments must be mailed or delivered to Landlord at the following address: \_\_\_\_\_, or at such other place as Landlord may designate, without demand, deduction or set-off of any kind unless specified herein.

(D) Rent for any partial month during the Term will be prorated accordingly, on a per diem basis. The first (1st) monthly installment of Rent shall be paid to Landlord contemporaneously with the execution of this Lease.

(E) Rent (including any Additional Rent) is due on the first (1st) day of each calendar month. Any payments paid after the \_\_\_\_\_ day of any calendar month shall be deemed late. Any late payments shall be charged a \$\_\_\_\_\_ late fee for the first day Rent is late. An additional fee of \$\_\_\_\_\_ per day shall be assessed for each additional day Rent is late, until Rent and any Additional Rent is paid in full, such amount being stipulated to by the parties as the amount necessary to compensate Landlord for Landlord's reasonable damages. All late fees shall be deemed Additional Rent payable by Tenant. This paragraph is not to be considered a waiver or relinquishment of any other rights or remedies of Landlord contained herein this Lease or under the laws of the state of Mississippi.

(F) Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Checks dishonored on presentation for any reason and any checks received late in the mail will be treated as late payments. A fee of \$\_\_\_\_\_ shall be applied by Landlord to any dishonored check, which fee shall be deemed Additional Rent. Any additional bank and handling charges that are assessed in the event of a dishonored check shall also be deemed Additional Rent. Landlord may require Tenant to replace any dishonored check with a money order, cashier's check, or bank check. At Landlord's discretion, Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or bank check. Landlord shall give written notice to Tenant of this requirement. This paragraph is not to be considered a waiver or relinquishment of any of the other rights or remedies of Landlord.

(G) Notwithstanding the foregoing paragraph (F), acceptable forms of payment of Rent (including Additional Rent) are \_\_\_ personal check, \_\_\_ cashier's check, \_\_\_ bank check, \_\_\_ money order, and \_\_\_ the following online/ACH payment methods \_\_\_\_\_. No other forms of payment will be accepted by Landlord.

4. Security Deposit. Contemporaneously with the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$\_\_\_\_\_ as security for the return of the Premises at the expiration of the Term of this Lease in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of this Lease. In accordance with Mississippi Code § 89-8-21, the Landlord, by written notice delivered to the Tenant, may claim of the deposit such amounts as are reasonably necessary to remedy the Tenant's Defaults (as defined in Section 15 herein) in the payment of Rent (including Additional rent), to repair damages to the Premises caused by the Tenant, exclusive of ordinary wear and tear, to clean such Premises upon termination of the tenancy, or for other reasonable and necessary expenses incurred as the result of the Tenant's Default. **SECURITY DEPOSIT MAY ONLY BE USED TOWARD LAST MONTH'S RENT IF PREMISES IS FOUND TO MEET THE ABOVE LISTED CONDITION AND REQUIRES NO PORTION OF WHICH TO BE USED FOR DEFERRED MAINTENANCE OR DAMAGES.** The written notice by which the Landlord claims all or any portion of such payment or deposit shall itemize the amounts claimed by such Landlord. Any remaining portion of such payment or deposit shall be returned to the Tenant no later than forty-five (45) days after the termination of his tenancy, the delivery of possession and demand by the Tenant.

5. Utility Bills/Service Contracts. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation directly to the service provider or utility company when due, including

any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. The party agreeing to be responsible for payment of any public utility services shall activate such services within 15 calendar days of the beginning of the Term of this Lease. Landlord shall not be responsible for any interruption of the Service Obligations of Tenant. Any such interruption will not be deemed an eviction and will not permit Tenant to terminate this Lease or abate the Rent or Additional Rent due hereunder this Lease. Within thirty (30) days after the beginning date of the Term of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant during the term of this Lease, unless the parties agree otherwise in writing.

Services	Landlord	Tenant	None
Lawn Care/Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Television	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Furnishings and Appliances.

(A) The following appliances are supplied with the Premises: \_\_\_\_ Refrigerator, \_\_\_\_ Stove/Oven, \_\_\_\_ Dishwasher, \_\_\_\_ Microwave, \_\_\_\_ Washer, \_\_\_\_ Dryer, and Other: \_\_\_\_\_. Tenant agrees to keep all such appliances clean and in good repair, ordinary wear and tear accepted. Supplied appliances may not be removed from the Premises.

(B) The following furnishings are supplied with the Premises \_\_\_\_\_. If any furnishings break or are damaged, they are Tenant's responsibility. Landlord shall not have any obligation to repair or replace the furnishings. Maintenance of the furnishings is Tenant's sole responsibility, and Tenant will keep all such furnishings in good repair, ordinary wear and tear accepted. Tenant's use of such furnishings shall be "AS-IS", and Landlord has not made, does not make and hereby disclaims any representations or warranties (including, without limitation, any warranty of merchantability or fitness for a particular purpose) as to the physical condition of the furnishings or the suitability or usefulness of the furnishings for Tenant's intended use. The furnishings may not be removed from the Premises.

7. Use of Premises. The individuals named as "Tenant" in Section 1 of this Lease and any of their children named in such Section 1 are the only individuals who may occupy the Premises, and the Premises may be used only as a private residence for those individuals. Tenant may permit guests to stay with Tenant in the Premises for up to ten (10) days. Any guests of Tenant must abide by the applicable

terms and provisions of this Lease, and Tenant shall be liable for any acts or omissions of Tenant's guests. Any guest staying with Tenant for longer than ten (10) days shall be considered an occupant of the Premises. Landlord must approve any change to those listed as Tenants in this Lease. If Tenant desires any change or increase to those shown as Tenants in this Lease, and provided any increase is not in violation of applicable occupancy codes, those individuals desiring tenancy must complete any application and approval process required by Landlord, in advance of any change, and after Landlord's approval must execute a new Lease or Amendment to this Lease. If Tenant fails to obtain Landlord's written approval in advance of any change in occupancy, Tenant understands that this failure constitutes a Default as described in this Lease. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant will not use the Premises for any unlawful purpose. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's licensees or invitees, unless the person possessing, or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises. Tenant shall not use the Premises in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant agrees to limit use of the Premises to those uses consistent with the Premises' clean, safe, sanitary, and habitable condition. Neither Tenant nor Tenant's licensees, guests or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. No wood, charcoal, paper, or other type open flame fires shall be permitted inside Premises, including wood burning fireplaces if Premises is so equipped. This excludes gas furnaces, gas heaters attached to the wall, ovens, or stove tops that use either propane or natural gas as fuel. No smoking of tobacco, or any other smokable substance is allowed inside the Premises. Smoking is allowed outside only with any trash related to said smoking (cigarette butts, etc.) placed in a container. Excessive smoking related trash found on the grounds of the Premises shall result in a fine of \$\_\_\_\_\_.

8. Pets. Pets are not allowed to reside in the Premises, unless written permission is granted by Landlord before the pet is moved in, which permission may be granted or withheld in Landlord's sole and absolute discretion. If allowed, pets will be subject to additional upfront and/or monthly fees, which will be non-refundable. The granting of consent for pets to others in properties owned by or under management of Landlord shall in no way be considered the granting of consent to Tenant. No pets belonging to Tenant or guests of Tenant are allowed on the Premises at any time, unless prior written permission is granted by Landlord.

9. Parking. All cars must be parked in the driveway, carport or garage of the Premises, or permitted street, and not on the lawn or walkways. If a garage for parking is present on the Premises, Tenant is permitted to use \_\_\_ parking spaces in the garage at a rental rate of \$\_\_\_\_\_ per space, per month. Vehicles parked at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises or the surrounding property if such repairs take longer than one (1) day, unless in an enclosed parking garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. Tenant may not park more than one (1) vehicle at the Premises, per adult occupant of the Premises. Tenant has no rights in or to any particular parking space, and Landlord does not guaranty Tenant a parking space at the Premises or any property surrounding the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guaranty the availability, quality or location of any street parking. In no event shall Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles.

10. Surrender of Premises. Upon termination of this Lease for any reason whatsoever, Tenant will return the Premises to Landlord in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. Any damage to the Premises or to any appliance, including but not limited to the stove, oven, refrigerator, disposal, air conditioner, furnace or dishwasher, if any, will conclusively be presumed to be the result of misuse or omission by Tenant, unless the independent third party repairing the same shall state in writing that the repair was necessitated by obsolescence or by defective materials or workmanship in the manufacture or construction thereof. If Tenant fails to re-deliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. Tenant will surrender any keys and garage door openers for the Premises prior to the expiration of the Term. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover work performed, Tenant will be obliged to pay the additional balance.

11. Check-In Inspection; Check-Out Procedure.

(A) Tenant is to furnish Landlord with a list of deficiencies noted at the time of possession, at which time Landlord (or a representative of Landlord) and Tenant may conduct an inspection of the Premises. A check-in inspection sheet may be completed at that time and the information contained in it will be sufficient and satisfactory proof of the condition of the Premises at the time of possession should a subsequent dispute arise. All systems and appliances on the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, water heaters, furnaces, etc., will be deemed to be in working condition at the commencement of the Term, unless specifically noted to the contrary on the check-in inspection sheet. As of the commencement of this Lease, Tenant acknowledges that Tenant has examined the Premises and is satisfied with the condition of the Premises, including all systems and appliances on the Premises. Tenant agrees that Tenant is familiar with the premises and all appurtenances thereto and that no representations as to the present condition thereof have been made by or on behalf of Landlord, except as otherwise provided herein this Lease. Taking possession of the Premises by Tenant is conclusive evidence to the fact that the Premises, including appliances and fixtures located therein, are in good order and satisfactory condition at the time of such possession and that no warranties as to further improvements were made by Landlord or relied upon by Tenant in assuming the obligations of this Lease.

(B) Landlord (or a representative of Landlord) may, at its discretion, conduct a check-out/walk-through of the Premises when, or immediately before, Tenant re-delivers the Premises at the end of the Term.

12. Subletting; Assignment. Tenant shall neither sublet any part of the Premises nor assign this Lease, nor any interest in this Lease, without Landlord's prior written consent. Consent to a sublease or assignment shall be in the sole and absolute discretion of Landlord. If Landlord consents to a sublease of the Premises by Tenant, the fee for such sublease shall be no less than \_\_\_\_\_.

12a. Airbnb and Other Similar Sharing Services. Tenant may \_\_\_\_ / may not \_\_\_\_ [check one] list the Premises on Airbnb (or similar service).

13. Tenant's Maintenance and Care of the Premises.

(A) In addition to the duties imposed upon Tenant by this or other provisions of this Lease, Tenant shall at all times maintain the Premises in good condition and in reasonably clean and safe manner. Without limiting the generality of the foregoing, Tenant agrees to keep the windows (exterior and interior faces), carpeting, refrigerator, oven, dishwasher, disposal and range, if any, in a clean and sanitary condition at all times during the term of this Lease. In addition, Tenant shall not knowingly,

intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person within Tenant's control to do so. Tenant shall inform Landlord of any condition that may cause damage to the Premises. Tenant shall use felt pads, rugs or similar scratch prevention materials under all furniture items or other items placed upon any hard surface flooring in the Premises. Bathmats or rugs shall be used on the floors in all bathrooms in the Premises to help prevent standing water on such floors. Tenant shall not place any additional locks on the Premises, including, but not limited to, exterior and interior doors. Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. Tenant shall not cause any of the locks or cylinders in the locks to be changed or re-keyed in any manner. Tenant must keep the Premises free and clear of all debris, garbage and rubbish. Garbage is to be placed in a designated receptacle. If no receptacle is provided, garbage is to be placed as prescribed by local law and ordinances in a proper receptacle provided by Tenant.

(B) Except as may otherwise be permitted by applicable law, Tenant shall not perform or contract with third parties to perform any repairs of any kind on the Premises without the prior written consent of Landlord. If any repair which is the responsibility of either Tenant or Landlord becomes necessary, Tenant shall notify Landlord, in writing, as soon as possible and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at Tenant's sole expense and no deductions or offsets in Rent or Additional Rent will be permitted.

(C) Tenant shall not make any additions, improvements, or alterations to the Premises unless prior written consent is given by Landlord, which may be given or withheld in Landlord's sole and absolute discretion. Any additions, improvements, or alterations made by Tenant must be completed in compliance with all local, state, and federal laws. As used herein "additions, improvements, or alterations" includes, without limitation, lock changes, painting, papering of walls, replacing fixtures, attaching shelves, installing curtains or shades, or other permanent or semi-permanent changes to the Premises. Additionally, no trampolines, pools, waterbeds, aquariums, satellite dishes, TV antennas, air conditioners, spas, swing sets, or other similar features shall be added to the Premises by Tenant unless express written permission is given by Landlord, which permission may be granted or withheld in Landlord's sole and absolute discretion.

(D) Tenant will use and operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances properly. Tenant shall be responsible for changing the air filter for the HVAC unit every 90 days at tenant's own expense. Tenant shall be responsible for replacing batteries in smoke or carbon monoxide detectors every 6 months at tenant's expense. Tenant shall be responsible for replacing light bulbs as needed at tenant's expense. Tenant will keep all plumbing fixtures in a clean and sanitary condition. Tenant shall be responsible for all costs related to any repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Tenant agrees not to place into any drain lines of the Premises any non-approved substances, such as cooking grease, sanitary napkins, diapers, children's toys or other similar object that may cause a stoppage. Tenant shall notify Landlord of any plumbing leak or slow drainage within twenty-four (24) hours. Landlord shall use reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and shall not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence, including but not limited to failure to wrap outside pipes and properly prepare for winter conditions.

(E) It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Landlord has informed Tenant of the need for prevention of moisture in the Premises and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, and

around outside walls) for mold prevention. In signing this Lease, Tenant has examined the Premises and certifies that Tenant has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are an important part of Tenant's Lease obligations.

(F) Unless otherwise provided in Section 5 herein, pest control, after the first ten (10) days of the Term of this Lease, shall be the sole responsibility of the Tenant, including, without limitation, prevention and remediation. Tenant shall keep the Premises free of all pests, including without limitation, rodents, fleas, bed bugs, ants, cockroaches, gnats, flies, and beetles. Tenant shall pay for all costs associated with remediating pests from the Premises and shall inform Landlord at first sighting of any pests in order to avoid any infestation of pests. In signing this Lease, Tenant agrees that Tenant has examined the Premises and certifies that it has not observed any pests in the Premises.

(G) Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to grow, produce, possess, consume, use, smoke, or ingest any marijuana, cannabis or any products or ingestibles containing marijuana or cannabis in any location in, on or about the Premises; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use or consumption. Tenant's violation of this Section shall be an immediate and incurable Default of this Lease (as defined in Section 15 herein).

(H) No ice melt, salt or similar product may be used on the Premises. Any damage to the Premises (including, without limitation, concrete walkways and stairs) caused by Tenant's use of ice melt, salt or similar product shall be the sole responsibility of Tenant, and Tenant shall be responsible for the cost and expense any repairs required as a result thereof.

(I) If a pool is present on the Premises, Tenant ( \_\_\_\_is / \_\_\_\_ is not) responsible for maintaining the condition of the pool. Tenant acknowledges that pools are potentially dangerous (especially to small children). Tenant assumes full responsibility for any injuries to Tenant and any family, visiting friends, dependents, guests, licensees or invitees of Tenant in connection with any pool on the Premises. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from any pool on the Premises.

(J) Tenant ( \_\_\_\_is / \_\_\_\_ is not) responsible for lawn/yard maintenance. If Tenant is responsible for lawn/yard maintenance, such maintenance shall include, without limitation, mowing, watering, edging and pruning of trees, shrubs and bushes, and Tenant shall at all times keep the lawn/yard of the Premises sufficiently watered, well maintained and in good condition. Tenant will dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner.

(K) If Tenant changes the locks without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall be responsible for all costs of Landlord to enter the Premises by force, including, without limitation, any damage to the Premises. If Tenant is locked out of the Premises, and Landlord must unlock the door for Tenant, then Tenant will be charged a \$\_\_\_\_\_ service charge.

(L) The Premises has been equipped with \_\_\_\_ hard wired / \_\_\_\_ battery powered smoke detectors and carbon monoxide detectors. Tenant agrees these detectors are in working order and agrees to periodically test and maintain the smoke detectors and keep them in working order.

(M) If the Premises is part of a multi-unit building, Tenant, shall have the non-exclusive right to use the common hallways of such building for access to and from the Premises, such use to be in common with Landlord, other tenants in the building and other persons permitted by the Landlord to use the same. If Tenant causes any damage to the common hallways, beyond normal wear and tear, Tenant shall pay all costs to repair such damage to Landlord within thirty (30) days after receipt of an invoice.

14. Landlord's Maintenance of the Premises. Landlord agrees to maintain the structure, roof and foundation of the Premises, and the heating, air conditioning, plumbing and electrical systems of the Premises unless the repairs required are a result of any act or omission of Tenant (excluding normal wear and tear). In such case that the damage is a result of the act or omission of Tenant, Tenant will be responsible for all costs to repair such damage. Landlord will carry out all required repairs in as reasonable time as possible in accordance to applicable laws but will not be liable to Tenant for any disruptions or inconvenience to Tenant as a result of damages or repairs or any claim that the Premises is uninhabitable (except to the extent of any non-waivable warranty of habitability provided by applicable laws). Tenant agrees to maintain working light bulbs in all fixtures as needed at Tenant's expense.

15. Default.

(A) If Tenant is late in the payment of any installment of Rent or Additional Rent, or in violation of any other covenants or agreements set forth in this Lease (a "Default") and the Default remains uncorrected for a period of \_\_\_\_ days, then Landlord may, at Landlord's option, undertake any of the following remedies, to extent permitted under applicable laws, without limitation: (i) terminate this Lease and recover possession of the Premises; (ii) recover all present and future damages, costs and other relief to which Landlord is entitled; (iii) pursue Landlord's lien remedies; (iv) pursue breach of contract remedies; and/or (v) pursue any and all available remedies in law or equity. To the fullest extent permitted by law, Tenant shall be responsible for the Rent and Additional Rent occurring for the remainder of the Term subject to Landlord's duty to use reasonable efforts to mitigate such damages of Tenant's Default. All rights and remedies of Landlord set forth herein are in addition to any and all rights and remedies allowed by law and equity.

(B) Landlord may terminate this Lease and recover possession of the Premises in accordance with the Mississippi Residential Landlord and Tenant Act. In the event of a Default in the payment of Rent or Additional Rent, Landlord may deliver Tenant written notice that Tenant's possession of the Premises will terminate unless Landlord receives payment of Rent or Additional Rent within three (3) days. In the event of Tenant's Default for any other reason, Landlord may deliver Tenant written notice that Tenant's possession of the Premises will terminate unless Tenant remedies such Default within thirty (30) days. If Tenant fails to cure a Default within the time stated therefore, Landlord may terminate this Lease, re-enter, and recover possession of the Premises. To the extent permitted by law, Landlord may recover reasonable attorney fees, collection and eviction costs, and/or court costs incurred by Landlord enforcing Landlord's rights hereunder. Tenant understands and expressly agrees that Landlord may pursue all rights and remedies to the extent of the law and this Lease, including self-help eviction and dispossession of Tenant.

16. Abandonment. The Premises will be deemed abandoned if Tenant Defaults in Rent payment, appears absent from the Premises, and there is reason to believe that Tenant will not be returning to the Premises, as determined by Landlord in its reasonable discretion. In addition, Landlord may determine the



Premises to be abandoned if the Premises is unoccupied for more than ten (10) days without first receiving notification from Tenant.

17. Re-Entry. If Landlord re-enters the Premises as a result of abandonment or a Default by Tenant:

(A) Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent due for the remainder of the Term, court costs and reasonable attorneys' fees to the extent permitted by law;

(B) Tenant's personal property and the personal property of any guest, invitee, licensee or occupant may be removed from the Premises and left on the street or alley or, at Landlord's option, it may be removed and stored or disposed of at Landlord's sole discretion. Any expense related to storage of Tenant's personal property is the sole responsibility of Tenant. Landlord shall not be deemed a bailee of the removed property, and Landlord shall not be held liable for either civil or criminal action as a result of the removal. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party as a result of Landlord's actions pursuant to this Section of this Lease;

(C) Landlord may attempt to re-let the Premises for such rent and under such terms as Landlord believes appropriate;

(D) Landlord may enter the Premises, clean and make repairs and charge Tenant accordingly;

(E) Any money that Landlord receives from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

(F) Tenant will surrender all keys and peacefully surrender and deliver up possession of the Premises.

18. Default by Landlord. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice specifying the nature of Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.

19. Indemnification; Insurance.

(A) Tenant shall protect, indemnify, defend, and save Landlord harmless from all injury, loss, claim, damage or costs (including court costs and attorney's fee) to any person or property while on the Premises, or arising in any way out of Tenant's use or occupancy of the Premises. Except as arising as a result of Landlord's willful misconduct, Landlord and Landlord's agents, contractors, and employees shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant, resulting from any accident or occurrence in, on or about the Premises, such damage including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep the Premises in repair; (iii) injury done or occasioned by wind, water, or other natural element; (iv) any defect in, or failure of, plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing-up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, on or about the Premises; (viii) the escape of steam or hot water; (ix) water, snow, or ice being on or coming through the roof, skylight, doors, stairs, walks, or any other place on or near the Premises; (x) the

falling of any fixtures, plaster or stucco; (xi) fire or other casualty; (xii) any act, omission or negligence of co-tenants or of other persons or occupants of the Premises; and (xiii) any hazardous materials or conditions on the Premises. The provisions of this paragraph shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

(B) Landlord, in its sole discretion and for its sole benefit, shall cause the Premises to be insured as it deems appropriate. Tenant shall have no right or claim to any insurance or insurance proceeds of Landlord. Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. All personal property kept in the Premises is at the sole risk of Tenant and Tenant's invitees, and neither Landlord nor Landlord's agents, if any, will be liable for the theft, misappropriation, damage or injury thereto. In no event will Landlord be responsible for Tenant's personal property or for relocating or removing Tenant or Tenant's property, or for the payment of any costs in connection therewith, if such relocation or removal is based upon the risk of damage from fire, or other casualty. **Tenant shall, at Tenant's sole cost and expense, obtain renter's insurance covering the full value of all personal property of Tenant in the Premises, and providing liability coverage to Tenant in an amount not less than \$\_\_\_\_\_, which policy shall name Landlord as an additional insured. Tenant shall maintain such renter's insurance at all times during the Term of this Lease.** Tenant shall provide a certificate of insurance to Landlord demonstrating that Tenant has procured the required insurance coverage, within ten (10) days after the commencement of the Term of this Lease and within ten (10) days after any renewal or change in such insurance coverage. If Tenant fails to procure the required insurance, allows such insurance to be cancelled or to lapse, or fails to timely provide the required certificates of insurance, the same shall be a Default of this Lease.

20. Holdover. Tenant must vacate the Premises and remove all of Tenant's personal property from the Premises before 11:59 p.m. on the date the Term expires. If Tenant fails to so vacate the Premises, Landlord may immediately commence eviction proceedings at its sole discretion.

21. Entry by Landlord. Landlord may enter the Premises (or cause its agents or contractors to enter the Premises) at reasonable hours for reasonable purposes (such as repairs, inspections or re-letting to prospective new tenants), after giving reasonable notice to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of Tenant's abandonment of the Premises. Tenant's request for service or repairs shall be considered Tenant's approval of all necessary access to the Premises by Landlord or Landlord's agents or contractors, in connection with such service or repairs. If Tenant does not allow access to the Premises when Landlord or Landlord's agents or contractors have agreed to perform any services or repairs to the Premises, Tenant will be assessed a \$\_\_\_\_\_ service charge. Landlord may also display "For Rent" or "For Sale" signs on the Premises, including, without limitation, in the windows of the Premises or the front yard.

22. Subordination. This Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises. Tenant agrees that from time to time it will deliver to Landlord or Landlord's mortgagee or designee within ten (10) days of the date of Landlord's or Landlord's mortgagees or such other designee's request documentation confirming the subordination of this Lease to any current or future mortgage or mortgages placed on the Premises by Landlord and Tenant's agreement to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage.

23. Lead-Based Paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Tenant hereby acknowledges receipt of a Lead-Based Paint disclosure form and EPA Lead-Based Paint Advisory Pamphlet if home was built prior to 1978.

24. Landlord's Transfer of Title. In the event of any transfer of title to the Premises, Landlord is hereby automatically released from all obligations under this Lease accruing after the date of transfer. The transferee of title will thereafter be deemed to have assumed all rights and obligations of Landlord hereunder accruing on and after the date of transfer of title.

25. Rental Application. Tenant warrants and represents that the information and statements provided in the rental application signed by Tenant are true and that such application is incorporated herein by reference as though fully rewritten herein. If any information or statement contained in the application is found to be false, Landlord will have the right to terminate this Lease by giving Tenant three (3) days' prior written notice.

26. Miscellaneous.

(A) All notices required to be sent under this Lease must be in writing and either be: (i) delivered as provided by applicable law; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. certified mail, postage prepaid, return receipt requested. All notices required to be sent to Landlord must be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant may be sent or delivered to the Premises.

(B) In the event that Landlord commences legal action against Tenant to enforce any part of this Lease or applicable laws, Landlord shall be entitled to recover all costs and reasonable attorneys' fees incurred by Landlord in connection therewith.

(C) This Lease is governed by and construed in accordance with the laws of the State of Mississippi. Venue is proper in the City and/or County in which the Premises are located.

(D) This Lease and any attached exhibits or addendums constitute the entire agreement between parties. Unless otherwise provided in this Lease, this Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

(E) The Section titles or captions in this Lease are for convenience only and shall not be deemed to be part of this Lease.

(F) Whenever the terms referred to in this Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to "Tenant" mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.

(G) No right under this Lease may be waived except by written instrument executed by the party who is waiving that right. No waiver of any breach of any provision contained in this Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in this Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

(H) If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, a legally valid provision as similar as possible to the invalidated provision will be substituted therefor, and the remainder of this Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

(I) It is understood that if Tenant leaves personal property within the Premises after move-out, then Landlord may determine that such property has been abandoned. If Tenant abandons any personal property, then it shall be deemed that Tenant has specifically and irrevocably waived all title and interest in such property and grants Landlord the full authority to dispose of such property without notice, a court order, or accountability.

(J) TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(K) This Lease shall be subject to, and Tenant shall comply with, all covenants, conditions and restrictions affecting the Premises, including, without limitation, the declaration, bylaws, and/or rules and regulations of any condominium association and/or homeowner's association governing the Premises (collectively, the "Association Documents"). Tenant's failure to comply with such covenants, conditions and restrictions, including, without limitation, the Association Documents, shall be a Default of this Lease. Additionally, Tenant shall immediately reimburse Landlord for any fines or other charges incurred by Landlord due to Tenant's violation of the Association Documents.

(L) Any partial payment made by Tenant will be allocated first to the payment of Additional Rent and second to unpaid Rent. Landlord's acceptance of any partial payment does not waive Landlord's right to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

(M) No assent, express or implied, to any Default of any one or more of the agreements in this Lease will be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in this Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

(N) If more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in this Lease. This means that each and every person comprising Tenant are each, together and separately, responsible for all of Tenant's obligations.

(O) Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to smoke in the Premises, including, without limitation, the use of any vapor products.

(P) If any individual comprising Tenant dies before the end of the Term, any remaining individuals comprising Tenant shall continue to carry out the terms of this Lease. If the deceased individual is the sole Tenant under this Lease, a representative of the deceased Tenant may terminate this Lease by providing verified written documentation testifying to such Tenant's death.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year provided with their respective signatures below.

**TENANT:**

**LANDLORD:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

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Signature

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Print Name

Date: \_\_\_\_\_