

(Sample) LEASE AGREEMENT (Sample)

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ___ day of _____, 20___, by and between Covenant Homes, whose address is P.O. Box 2253, Madison, MS 39110 (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situated in Madison County, Mississippi, such real property having a street address _____.

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. (___/___) TERM. Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of _____ such term beginning on _____, and ending at 12 o'clock midnight on _____.

2. (___/___) RENT. (*Rent is due on 1st day of each month, and is late after midnight on the 5th day of each month. This means in the owner's hands, not in the mail. Property may be removed and sold by the owner or held until rent is paid*) The total rent for the term hereof is the sum of _____ DOLLARS (\$_____) payable on the 1st day of each month of the term. All such payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand.

(___/___) LATE CHARGE. In the event that the entire payment required to be paid by Lessee hereunder is not made within five (5) days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of **\$100**.

(___/___) REMOVAL OF PROPERTY. Lessee gives lessor permission to remove and hold and/or sell at fair market value, any amount up to and/or equaling the amount of rent past due.

3. (___/___) DAMAGE DEPOSIT. Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of _____ DOLLARS (\$_____) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. (___/___) USE OF PREMISES. (*Limited to immediate family and not to be used as a business*) The Premises shall be used and occupied by Lessee and Lessee's immediate family, consisting of _____

exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. (___ / ___) CONDITION OF PREMISES. (***Accepts property as-is***) Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. (___ / ___) ASSIGNMENT AND SUB-LETTING. (***no sub-letting***) Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

7. (___ / ___) ALTERATIONS AND IMPROVEMENTS. (***must have permission to alter house***) Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.

8. (___ / ___) NON-DELIVERY OF POSSESSION. (***Owner has 30 days to make property available***) In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.

9. (___ / ___) HAZARDOUS MATERIALS. (***No hazardous materials***) Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. (____/____) UTILITIES. (***Tenant is to pay all utilities***) Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.

11. (____/____) MAINTENANCE AND REPAIR RULES. (***Tenant agrees to keep house in good shape***) Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

(a) (____/____) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

(b) (____/____) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

(c) (____/____) Not obstruct or cover the windows or doors;

(d) (____/____) Not leave windows or doors in an open position during any inclement weather;

(e) (____/____) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

(f) (____/____) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;

(g) (____/____) Replace all air conditioning filters on the first day of each month;

(h) (____/____) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;

(i) (____/____) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(j) (____/____) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(k) (____/____) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(l) (____/____) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

(m) (____/____) To use pest control as needed and safely keep and carefully use the Premises reasonably for the purpose aforesaid.

12. (____/____) **DAMAGE TO PREMISES. (*Agreement is void if house is un-livable through no fault of the owner*)** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. (____/____) **INSPECTION OF PREMISES. (*Owner can enter the house at any time for any reason*)** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. (____/____) **SUBORDINATION OF LEASE. (*Owner's interests come first*)** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. (____/____) **LESSEE'S HOLD OVER. (*Month by month rental after the end of lease*)** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS (\$ _____) per

month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party. At this time, the Lessor has the right to change the monthly rent with a thirty (30) notice given to the Lessee.

16. (____/____) SURRENDER OF PREMISES. (***Property must be left in as good of shape as when it was leased***) Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. (____/____) ANIMALS. (***Pet Deposit***) Lessee shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds; however, at such time as Lessee shall actually keep any such animal on the Premises, Lessee shall pay to Lessor a pet deposit of _____ DOLLARS (\$_____), _____ DOLLARS (\$_____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. (____/____) QUIET ENJOYMENT. (***Owner will try not to bother you!***) Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. (____/____) INDEMNIFICATION. (***Owner is not responsible for accidents***) Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

20. (____/____) DEFAULT. (***Lease is void if any of these rules are broken***) If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement.

If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.

21. (____/____) ABANDONMENT. (***owner may re-lease if abandoned***) If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at

Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

22. (____/____) ATTORNEYS' FEES. (*tenant pays all attorney fees if needed to enforce lease*) Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

23. (____/____) RECORDING OF AGREEMENT. Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

24. (____/____) GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Mississippi. (described as follows)

Mississippi Landlord-Tenant Law

Landlord-Tenant Act

[Sections 89-8-1 through 89-8-27, MS Code] [See also, Appendix D]

The "Residential Landlord and Tenant Act" outlines the rights, obligations, and remedies in **Mississippi** under any rental agreement entered into after July 1, 1991. The provisions of this Act apply only to traditional residential "lease" situations--not to condominiums, cooperatives, or land leased for agricultural purposes. The exercise of any right or remedy under this Act is obligated to be done with good faith, honest belief, and fair dealing.

1. Section 89-8-11: Landlord Regulations on Tenant Usage

A landlord may at times adopt rules concerning tenant's use and occupancy of the premises. They are enforceable against the tenant only if:

- (a) Their purpose is to promote the convenience, safety, or welfare of the tenants in the premises, preserve the landlord's property from abuse, or make a fair distribution of services and facilities provided for the tenants generally;
- (b) They are reasonably related to the purpose for which they are adopted;
- (c) They apply to all tenants in the premises in a fair manner;
- (d) They are sufficiently explicit in their prohibition, direction, or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply;
- (e) They are not for the purpose of evading the obligations of the landlord.

A regulation adopted or amended after the tenant enters into the rental agreement is enforceable against the tenant if reasonable notice of its adoption or amendment is given to the tenant and it does not work a substantial modification of the rental agreement.

Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a dwelling unit.

2. Section 89-8-13: Termination of the Lease due to Material Breach

If a party (*whether landlord or tenant*) makes a *material breach of the lease (or fails to fulfill his duties as a landlord or tenant as outlined in §§ 89-8-23, 89-8-25)*, the *non-breaching party may end the tenancy or resort to any other legal remedy*. The non-breaching party should respond to the breach in the following manner:

The non-breaching party may deliver a written notice to the party in breach specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of 30 days...

The lease shall terminate and the tenant shall surrender possession as provided in the notice *subject to the following*:

- a. If the breach is remediable by repairs or the payment of damages and the breaching party adequately remedies the breach prior to the date specified in the notice, *the rental agreement shall not terminate.*
- b. If the **same** breach (of which written notice was given) **occurs within 6 months of that initial notice**, the nonbreaching party may terminate the lease upon **at least 14 days written notice** specifying the breach and the date of termination of the lease.
- c. Neither party may end the tenancy for a condition caused by his own deliberate or negligent breach.

If the lease is terminated, the landlord shall return all prepaid and unearned rent and security recoverable by the tenant under §89-8-21.

Note: If the tenant's material breach is nonpayment of rent pursuant to the lease, the landlord is not required to deliver 30 days written notice. In such event, the landlord may seek the tenant's removal as outlined in § 89-7-1 (and following) of the MS Code.

3. Section 89-8-15: Repair of Defect by Tenant

If, after 30 days of receipt of written notice, the landlord fails to repair a defect constituting a material breach of lease or duty, the tenant:

- may repair such defect himself; and
- shall be entitled to reimbursement of the repair costs within 45 days after submission to the landlord of receipted bills for such work, provided that:
 - the tenant has fulfilled his duties as a tenant as outlined in § 89-8-25;
 - the repair costs does not exceed an amount equal to one month's rent;
 - the tenant has not exercised this remedy within the preceding 6 months;
 - ***the tenant is current in his rental payments.***

A tenant is not entitled to reimbursement for repair costs higher than the customary charge for such repairs. **A tenant's repair costs may be offset against future rent.**

4. Section 89-8-17: Landlord Rights after Expiration of Lease

At any time after expiration of the lease, a landlord may:

- recover possession of the dwelling unit
- make the tenant involuntarily leave
- demand an increase in rent
- decrease services to tenant (if not done in retaliation to tenant's prior written notice of material breach)

5. Section 89-8-19: Length of Tenancy; Notice of Termination

- Unless the lease fixes a definite term, the length of tenancy shall be week to week (if a tenant pays weekly rent) and **in all other cases, month to month.**
- Termination of a week-to-week tenancy requires written notice from either the landlord or tenant given at least 7 days prior to the termination date.
- Termination of a month-to-month tenancy requires written notice from either the landlord or tenant given to least 30 days prior to the termination date.
- **Notice to terminate tenancy is not required when either party commits a substantial breach of lease or duty that materially affects health and safety.**

6. Section 89-8-21: Tenant's Security Deposit

A landlord, **by written notice to the tenant**, may use only the amounts of a tenant's security deposit that are reasonably necessary to:

- -remedy the tenant's defaults in rent payment
- -repair damage (above ordinary wear and tear) to the premises caused by the tenant
- -clean premises upon termination of tenancy

The written notice by which the landlord claims all or any portion of the security deposit shall itemize the amounts claimed *Any remaining portion of the security deposit shall be returned to the tenant at his request no later than 45 days after the ending the tenancy and leaving the premises.* A landlord's retention of a tenant's security deposit in bad faith and in violation of this section may subject the landlord to damages up to \$200 in addition to any actual damages.

7. Section 89-8-23: Landlord Duties

At all times during the tenancy:

- a landlord shall comply with building and housing codes materially affecting health and safety

- the dwelling unit and its plumbing, heating and/or cooling systems shall be maintained in the same condition as at the start of the lease
- **Landlord has no duty to repair defects deliberately or negligently caused by the tenant.**
- **Landlord has no duty to repair defects resulting from a tenant's duties as outlined in § 89-8-25.**

8. Section 89-8-25: Tenant Duties

A tenant shall:

- Keep his premises as clean and safe as the condition of the premises permits.
- Dispose from his dwelling unit all ashes, garbage, and waste in a clean, safe manner.
- Keep all plumbing fixtures in the dwelling unit as clean as their condition permits.
- Use electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, in a reasonable manner.
- Not deliberately or negligently destroy, damage, or remove any part of the premises or allow any other person to do so.
- Not disturb his neighbor's peaceful enjoyment of their premises.
- Inform the landlord of any condition, which may cause damage to the premises.
- Maintain the dwelling unit in the same condition (reasonable wear and tear expected) and comply with building and housing codes materially affecting health and safety.
- Not engage in any illegal activity upon the leased premises.

25. (____/____) SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

26. (____/____) BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

27. (____/____) DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee. The **(bold italicized)** paraphrases used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

28. (____/____) CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

29. (____/____) NON-WAIVER. No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

30. (____/____) MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. IN WITNESS WHEREOF, the parties have caused these presents to be duly executed:

31. (____/____) MAINTAIN RENTERS INSURANCE. Lessee agrees to maintain liability insurance naming Covenant Homes, Steve Hutton, and Joni Hutton as additionally insured.

32. (___ / ___) SPECIAL PROVISIONS. _____

As to Lessor this ___ day of _____, 20__.

Witnesses: "Lessor"

Steve Hutton, Covenant Homes

As to Lessee this ___ day of _____, 20__.

Witnesses: "Lessee"

Signature

Print Name

Signature

Print Name