

**COLVIN DUPLEX RENTALS
LEASE AGREEMENT 7**

**PH# 255-0245
VICKI COLVIN
LOYD COLVIN**

CELL 318-245-5459

AGREEMENT OF LEASE MADE THIS _____ DAY OF _____, 2020__, BY COLVIN DUPLEX RENTALS, LLC, HEREINAFTER CALLED LESSOR, AND _____, HEREINAFTER CALLED LESSEE.

LESSOR DOES HEREBY RENT AND LEASE UNTO LESSEE, THAT CERTAIN APARTMENT 116 LOCATED AT DEBRA LANE, RUSTON, LA. FOR A PERIOD OF 12 MONTHS COMMENCING _____ 2020__ AND ENDING ON _____ 2021___. SAID PROPERTY IS HEREIN AFTER REFERRED TO AS THE PREMISES.

AS RENTAL, LESSEE AGREES TO PAY LESSOR THE SUM OF \$ _____ DOLLARS PER MONTH, **(NOT INCLUDING SECURITY SYSTEM MONITORING)**, PAYABLE TO LESSOR BY AUTOMATIC DRAFT ON THE 5TH OF EACH CALENDAR MONTH THROUGHOUT THE TERM OF THIS LEASE, BEGINNING WITH THE COMMENCEMENT DATE OF THIS LEASE; PROVIDED, THAT IF THE COMMENCEMENT DATE OF THIS LEASE SHALL BE OTHER THAN THE FIRST DAY OF A CALENDAR MONTH, THEN THE RENTALS FOR THE REST OF THAT MONTH SHALL BE PRORATED FOR THE NUMBERS OF DAYS IN THAT MONTH. THE RENTALS FOR THE NEXT AND ALL SUCCEEDING MONTHS SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF EACH CALENDAR MONTH IN ADVANCE. IN THE EVENT THAT MONTHLY RENT IS NOT PAID BY THE FIFTH DAY OF THE MONTH, THEN A 10% LATE CHARGE SHALL APPLY. IF THE RENT IS STILL NOT PAID BY THE TENTH DAY OF THE MONTH, THEN LESSOR SHALL HAVE THE RIGHT TO DECLARE LESSEE'S DAMAGE DEPOSIT FORFEITED AND, AT THE LESSORS OPTION, CAUSE ALL REMAINING INSTALLMENTS OF RENT TO BECOME IMMEDIATELY DUE AND PAYABLE IN A SINGLE INSTALLMENT OR, ALTERNATIVELY, CAUSE THIS LEASE TO BE FULLY CANCELED AND TERMINATED, WITHOUT NECESSITY OF PLACING LESSEES IN DEFAULT ON ACCOUNT OF DELINQUENCY IN PAYMENT OF THE RENT, OR DOUBLE THE LATE FEE. SHOULD LESSOR CHOOSE TO CANCEL AND TERMINATE THE LEASE AS PROVIDED HERE AND ABOVE, LESSEES SHALL NEVERTHELESS BE OBLIGATED TO LESSOR FOR ANY DAMAGES SUSTAINED. IN THE EVENT LESSEES DEFAULT ON ANY TERMS OF THIS LEASE AND ARE EVICTED, LESSEES WILL BE LIABLE FOR ANY DAMAGES SUSTAINED BY LESSOR INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGES, REPAIRS, AND THE LOSS OF ANY RENT DURING ANY REMAINING TERM OF THE LEASE.

NO PETS SHALL BE ALLOWED, EVEN TEMPORARILY, ANYWHERE ON THE LEASED PREMISES, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSORS. LESSEES WILL BE SUBJECT TO CHARGES, DAMAGES, AND EVICTION PROVISIONS OF THIS LEASE IF THIS PROVISION IS VIOLATED. IF A PET HAS BEEN KEPT ON THE LEASED PREMISES AT ANYTIME DURING THE LEASE, THE DEPOSIT WILL BE FORFEITED. **REMEMBER—NO PETS WITHOUT PERMISSION AND ADDITIONAL DEPOSIT!**

NO SMOKING WILL BE PERMITTED INSIDE THE APARTMENT. LESSEES WILL BE SUBJECT TO CHARGES, DAMAGES, AND EVICTION PROVISIONS OF THIS LEASE IF THIS PROVISION IS VIOLATED. IF THERE IS ANY EVIDENCE OF SMOKING ON THE LEASED PREMISES AT ANYTIME DURING THE LEASE, THE DEPOSIT WILL BE FORFEITED. THIS LEASE MAY NOT BE ASSIGNED OR SUBLET IN WHOLE NOR IN PART, AND LESSEES ARE NOT PERMITTED TO ALLOW GUESTS TO LIVE IN THE AFOREMENTIONED APARTMENT DURING LESSEES' ABSENCE THEREFROM. NO ONE OTHER THAN LESSEES MAY LIVE IN OR OCCUPY THE LEASED PREMISES. TWO PERSON & 2 VEHICLE MAXIMUM OCCUPANCY, WITH LICENSE AND VEHICLE DESCRIPTION ON FILE.

LESSEES HAVE THOROUGHLY INSPECTED AND ACCEPT THE LEASED PREMISES "AS IS" AND LESSORS HAVE MADE NO IMPLIED WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES. WITHIN A THREE DAY PERIOD AFTER MOVE-IN, LESSEES SHALL NOTE IN WRITING ANY DEFECTS OR DAMAGE TO THE LEASED PREMISES, UPDATING A TYPED CHECKLIST GIVEN AT TIME OF RENTAL, AND MAIL SAME TO LESSORS; OTHERWISE, THE LEASED PREMISES WILL BE DEEMED TO BE CLEAN AND IN GOOD CONDITION WITH NO CHANGES TO THE CHECKLIST THAT WAS GIVEN AT LEASE SIGNING. PREMISES SHALL BE PEST FREE WHEN RENTED. LESSEE IS EXPECTED TO USE GOOD HOUSEKEEPING PRACTICES TO MAINTAIN PEST FREE STATUS. WE WILL SPRAY ONLY FOR SMALL ROACHES WHEN NECESSARY. ANY OTHER PEST BEING THE RESPONSIBILITY OF THE LESSEES. LESSEES AGREE TO SURRENDER THE LEASED PREMISES AT THE END OF THE TERM OF THIS LEASE AND ANY EXTENSION THERE OF IN THE SAME CONDITION AS OF THE DATE OF POSSESSION, REASONABLE WEAR OR TEAR EXCEPTED. REASONABLE WEAR MEANS WEAR, WHICH OCCURS WITHOUT NEGLIGENCE, CARELESSNESS, ACCIDENT OR ABUSE. IF

LESSEES FAIL TO THOROUGHLY CLEAN THE LEASED PREMISES, INCLUDING EXTERIOR CLEANING PRIOR TO MOVE-OUT, REASONABLE CHARGES TO COMPLETE SUCH CLEANING SHALL BE INCURRED BY THE LESSEES. LESSEES SHALL MAKE NO ALTERATIONS TO THE LEASED PREMISES, OR ITS CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF LESSORS, PROVIDED, HOWEVER, LESSEES MAY HANG PICTURES, USING VERY SMALL NAILS. DO NOT USE TAPE OR STICKERS TO HANG ANYTHING ON THE PREMISES. THERE WILL BE A \$25.00 CHARGE FOR EACH OCCURRENCE. LESSEES SHALL NOT NAIL, SCREW, PASTE, ETC. ITEMS TO THE DOORS, CEILINGS, CABINETS OR FORMICA. THERE WILL BE A \$25.00 CHARGE PER OCCURRENCE.

LESSORS SHALL FURNISH LIGHT BULBS/SMOKE DETECTOR BATTERIES, BLINDS, AND CHARGED FIRE EXTINGUISHER, AT THE TIME OF POSSESSION WHICH WILL BE REPLACED BY LESSEE AS NEEDED, AND WILL BE WORKING AT THE TERMINATION OF THE LEASE. LESSEES SHALL NOT REMOVE LESSORS' FIXTURES OR APPLIANCES FROM THE LEASED PREMISES FOR ANY REASON. LESSEES SHALL NOT PAINT, CARPET OR WALLPAPER WITHOUT THE **WRITTEN CONSENT** OF LESSORS. DISCONNECTING OR INTENTIONALLY DAMAGING A SMOKE DETECTOR/FIRE EXTINGUISHER OR REMOVING A BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY MAY SUBJECT TENANT TO CIVIL PENALTIES AND LIABILITY FOR DAMAGES AND ATTORNEY FEES, IN ADDITION TO SERVICE CALL AND CHARGES FOR REPAIRS OR REPLACEMENTS.

LESSEES SHALL CLOSE ALL WINDOWS WHEN ITS RAINING OR UPON LEAVING THE PREMISES. ANY DAMAGE FROM WIND OR RAIN CAUSED BY WINDOWS LEFT OPEN OR DAMAGE BY OVERFLOW OF WATER OR STOPPAGE OF DRAINS, BREAKAGE OF GLASS, DAMAGE TO SCREENS, OR DAMAGE TO LAWNS OR LANDSCAPES DUE TO NEGLIGENCE OR ABUSE WILL BE THE RESPONSIBILITY OF LESSEES TO PAY FOR ALL COST INCURRED FOR REPLACEMENT OR REPAIR. ANY WASHER OVER 3 YEARS OLD MUST HAVE NEW HOSES.

LESSEES SHALL PARK ON PAVED AREAS ONLY, TAKING CARE THAT NEIGHBORS PARKING SPACES ARE NOT TAKEN OR BLOCKED BY LESSEES OR THEIR GUESTS. LESSEES SHALL NOT WORK ON CARS OR CHANGE OIL OF MOTOR VEHICLES ON THE PREMISES.

IF LESSEES LEAVE SAID PREMISES UNOCCUPIED AT ANY TIME WHILE RENT IS DUE AND UNPAID, LESSORS MAY IF DESIRED, TAKE IMMEDIATE POSSESSION THEREOF AND EXCLUDE RESIDENTS THEREFROM; REMOVING AND STORING AT THE EXPENSE OF LESSEES, ALL PROPERTY FOUND CONTAINED THEREIN. AFTER SAID CONTENTS HAVE BEEN IN STORAGE FOR THIRTY DAYS PRIOR BY THE LESSORS, THEY MAY DISPOSE OF CONTENTS AS THEY SO DESIRE.

LESSEES SHALL MAINTAIN THE YARD BY WATERING TREES, SHRUBS & GRASS DURING DRY WEATHER AND KEEPING ALL TRASH IN PROVIDED TRASH CANS. TRASH CANS SHALL BE STORED IN REAR OF DUPLEX AFTER TRASH PICKUP. NO PERSONAL PROPERTY SHALL BE STORED ON THE EXTERIOR PREMISES OTHER THAN THE REAR OF THE DUPLEX, THEN ONLY ARTICLES SUCH AS MOPS, BROOMS, ETC.

LESSEES SHALL NOT USE OR PERMIT THE PREMISES TO BE USED FOR ANY ILLEGAL OR IMPROPER PURPOSES, NOR PERMIT ANY DISTURBANCE, OR NOISE OR ANNOYANCES, WHATSOEVER, DETRIMENTAL TO THE INHABITANTS OF THE PREMISES OR TO THE REASONABLE COMFORT OF THE OTHER INHABITANTS OF THIS STREET; SUCH AS PLAYING MUSICAL INSTRUMENTS OR RADIOS, TAPES, RECORDS OR TELEVISION SETS, LOUD ENOUGH TO DISTURB NEIGHBORS.

LESSEES SHALL NOTIFY LESSORS IMMEDIATELY UPON DISCOVERING ANY DAMAGES OR NEEDED REPAIRS IN, ON AND ABOUT THE LEASED PREMISES, ESPECIALLY WATER LEAKS. LESSOR SHALL KEEP PREMISES IN GOOD REPAIR; PROVIDED HOWEVER THAT THE COST OF ANY REPAIRS BE REASON OF ANY SERVANTS, EMPLOYEES, AGENTS, GUESTS, VISITORS OR INVITEES, WHICH SHALL BE PAID FOR BY THE LESSEE WITHIN TEN DAYS OF DEMAND BY LESSOR.

LESSORS SHALL HAVE THE RIGHT TO ENTER THE PREMISES FOR THE PURPOSE OF INSPECTION AND TO MAKE NECESSARY REPAIRS, AND, BEGINNING THIRTY DAYS PRIOR TO THE TERMINATION OF THIS LEASE, OR SIXTY DAYS FOR QUARTERLY RENEWING LEASE EXTENTION, TO ENTER THE PREMISES AT REASONABLE TIMES TO DISPLAY AND SHOW SAME.

LESSEES MAY NOT ALTER THE UTILITIES AND/OR UTILITY SERVICES FURNISHED TO THE LEASED PREMISES IN ANY MANNER WHATSOEVER. LESSEES WILL PAY FOR ALL UTILITIES AND FOR ANY DEPOSITS NECESSARY TO SECURE SUCH UTILITY SERVICES. LESSEES AGREE TO MAINTAIN UTILITIES NECESSARY FOR HEATING APT IN COLD WEATHER, TO PREVENT FREEZING

OF PIPES AND WATER DAMAGES AND NEVER TURN HEAT TO OFF POSITION IN COLD WEATHER, BUT TURN DOWN TO LOWEST SETTING. ANY DAMAGE OCCURRING FROM FROZEN PIPES WILL BE THE RESPONSIBILITY OF THE LESSEE TO PAY FOR ALL EXPENSES INCURRED. LESSEE MUST CALL BEFORE INSTALLATION OF ANY NEW CABLE HOOKUPS. WRITTEN PERMISSION IS REQUIRED BEFORE ANY NEW INSTALLATIONS. WE ARE NO LONGER ALLOWING INSTALLATIONS OF SATELLITE DISHES. A DAMAGE FEE WILL BE CHARGED FOR ANY UNAUTHORIZED CABLE OR SATELLITE INSTALLATIONS WITH IMMEDIATE REMOVAL OF SATELLITE EQUIPMENT.

LESSORS SHALL NOT BE LIABLE TO LESSEES, LESSEES' GUESTS OR OTHER OCCUPANTS OR PERSONS ON THE LEASED PREMISES FOR PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LOSSES TO SUCH PERSONS OR THEIR PROPERTY CAUSED BY OTHER PERSONS, THEFT, BURGLARY, ASSAULT, OTHER CRIMES, FIRE, WATER, WIND, RAIN, SMOKE OR OTHER CAUSES. LESSEES AGREE TO INDEMNIFY AND HOLD LESSORS FREE AND HARMLESS FROM ANY AND ALL LIABILITY FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR ANY DAMAGE TO PROPERTY ARISING FROM THE USE AND OCCUPANCY OF THE LEASED PREMISES BY LESSEES OR FROM THE ACT OR OMISSION OF ANY PERSON OR PERSONS, INCLUDING LESSEES, IN OR ABOUT THE LEASED PREMISES WITH THE EXPRESS OR IMPLIED CONSENT OF LESSEES. **LESSORS RECOMMEND THAT LESSEES SECURE INSURANCE FOR LESSEES' OWN ACCOUNT TO PROTECT LESSEES FROM THE HAZARDS OF SUCH LOSSES AS ARE DESCRIBED ABOVE. IN AN EFFORT TO PROVIDE SAFETY FOR TENANTS, LESSORS RECOMMEND MONITORING AND USE OF THE SECURITY SYSTEM AT ALL TIMES AND TAKING ALL PRECAUTIONS NECESSARY TO PROTECT THEMSELVES AND THEIR BELONGINGS.** LESSORS SHALL HAVE NO DUTY TO FURNISH CARBON MONOXIDE DETECTORS OR ADDITIONAL LOCKS. IMPROVEMENTS MADE AT THE REQUEST OF THE TENANT WILL BE BILLED TO THE TENANT. IN THE EVENT OF UNFORESEEN DELAY IN THE AVAILABILITY OF SAID LEASED PROPERTY, DUE TO NO FAULT OF THE LESSOR, THE LESSEES WILL HOLD THE LESSOR HARMLESS. THE LESSEE WILL HAVE THE OPTION OF WAITING FOR THE PROPERTY TO BECOME AVAILABLE OR RECEIVE FULL REFUND OF THEIR DEPOSIT AND THE CANCELANATION OF THE LEASE.

LESSEES HAVE PAID A SECURITY DEPOSIT TO LESSORS IN THE AMOUNT OF \$500.00 DOLLARS, WHICH SAID SUM SHALL BE HELD BY LESSORS DURING THE TERM OF THIS LEASE, AND RETURNED TO LESSEES AT THE EXPIRATION HEREOF, PROVIDED THAT LESSEES ARE IN FULL COMPLIANCE WITH ALL OF THE TERMS, CONDITIONS AND PROVISIONS HEREOF. IN THE EVENT LESSEES FAIL TO GIVE LESSORS AT LEAST ONE MONTH'S ADVANCE WRITTEN NOTICE OF LESSEES' INTENTION NOT TO RENEW THIS LEASE, LESSORS MAY RETAIN THE AFOREMENTIONED SECURITY DEPOSIT. FURTHER, LESSORS MAY RETAIN ALL OR ANY PORTION OF THE AFOREMENTIONED SECURITY DEPOSIT NECESSARY TO MAKE ANY REPAIRS TO THE LEASED PREMISES MADE NECESSARY BY LESSEES' ACTIONS OR INACTIONS OR THE FAILURE OF LESSEES TO RETURN THE LEASED PREMISES IN A CLEAN AND NEAT CONDITION, OR THE FAILURE OF LESSEES TO RETURN ALL KEYS TO THE AFOREMENTIONED PREMISES. FURTHER, ALL OR ANY PORTION OF THE SAID DEPOSIT MAY BE RETAINED BY LESSORS IN THE EVENT LESSORS SUSTAIN ANY DAMAGES WHATSOEVER AS A RESULT OF THE BREACH OR VIOLATION OF ANY OTHER TERMS, CONDITIONS OR PROVISIONS OF THIS LEASE, INCLUDING FAILURE TO VACATE AS AGREED IN THE WRITTEN INTENTION TO VACATE. THE RETENTION OF ALL OR ANY PART OF THE SAID SECURITY DEPOSIT SHALL NOT ACT AS A WAIVER OF ANY OF LESSORS' OTHER RIGHTS HEREUNDER. IN THE EVENT THAT THE SECURITY DEPOSIT IS NOT ADEQUATE TO RETURN THE APARTMENT TO THE SAME CONDITION AS NOTED IN THE APARTMENT CHECKLIST, LESSEES AGREE TO PAY ANY BALANCE DUE FOR ANY REPAIRS/REPLACEMENT COSTS, DUE TO THEIR NEGLIGENCE, CARELESSNESS, ACCIDENT OR ABUSE. THE SAID SECURITY DEPOSIT SHALL NOT BE INTEREST BEARING.

THERE WILL BE A DEDUCTION FROM THE DEPOSIT FOR CARPET CLEANING (IF APPLICABLE) AT TERMINATION OF THE LEASE AGREEMENT (\$120—UP, DETERMINED BY AMOUNT CHARGED BY PROFESSIONAL CLEANER). TENANTS ARE EXPECTED TO KEEP THE CARPET REASONABLY CLEAN DURING OCCUPANCY, INCLUDING VACUUMING REGULARLY AND REMOVING STAINS PROMPTLY. EXTRA CHARGES WILL BE LEVIED TO REMOVE STAINS. PERMANENT STAINS OR OTHER DAMAGE TO CARPET OR FLOORING WILL RESULT IN APPROPRIATE DEDUCTIONS FROM THE SECURITY DEPOSIT. THE SECURITY DEPOSIT WILL NOT BE IN LIEU OF THE LAST MONTHS' RENT.

LESSEES HEREBY WAIVE THE RIGHT TO A NOTICE TO VACATE AS REQUIRED UNDER CODE OF CIVIL PROCEDURE ARTICLE 4701, SUCH THAT UPON TERMINATION OF THIS LEASE, LESSORS MAY IMMEDIATELY INITIATE EVICTION PROCEEDINGS. EACH LESSEE IS SOLIDARILY LIABLE FOR ALL OBLIGATIONS AND SUMS DUE PURSUANT TO THIS LEASE AGREEMENT. A LEASE VIOLATION BY ONE LESSEE IS A VIOLATION BY ALL LESSEES. A SECURITY DEPOSIT REFUND MAY BE MADE IN ONE CHECK JOINTLY PAYABLE TO ALL LESSEES AND SUCH REFUND CHECK AND ITEMIZATION OF DEDUCTIONS MAY BE MAILED TO ONE LESSEE ONLY.

IN THE EVENT LESSEES DEFAULT UPON THE PAYMENT OF RENT DUE HEREUNDER, OR ANY OTHER OBLIGATIONS OF THE TERMS OF THIS LEASE, THEY OBLIGATE THEMSELVES, IN SOLIDO, FOR ALL REASONABLE ATTORNEY FEE INCURRED IN THE COLLECTION OF ANY RENT OR THE ENFORCEMENT OF ANY OF THE TERMS OF THIS AGREEMENT. LESSEES FURTHER OBLIGATE THEMSELVES TO PAY ANY AND ALL COURT COSTS INCURRED IN CONNECTION WITH ANY LEGAL PROCEEDINGS BROUGHT TO ENFORCE THE TERMS OF THIS LEASE. IN THE EVENT LESSES DEFAULT ON ANY TERMS OF THIS LEASE AND ARE EVICTED, LESSEES WILL BE LIABLE FOR ANY DAMAGES SUSTAINED BY LESSOR INCLUDING, BUT NOT LIMITED TO PROPERTY DAMAGES, REPAIRS, AND THE LOSS OF ANY RENT DURING ANY REMAINING TERM OF THE LEASE.

IN THE EVENT OF NATURAL DISASTER OR MAJOR APARTMENT SYSTEMS FAILURE, CAUSING THE APARTMENT TO BECOME IMPRACTICAL TO CONTINUE THE LEASE, LESSOR MAY CAUSE THE LEASE TO BE TERMINATED.

LEASE WILL AUTOMATICALLY RENEW ON A QUARTERLY RENEWING BASIS, COINCIDING WITH LA TECH QUARTERS, IF TENANT FAILS TO PROVIDE LANDLORD WRITTEN NOTICE OF TENANT'S INTENT TO VACATE AND TERMINATE THIS LEASE AT LEAST 30 DAYS PRIOR TO TERMINATION DATE OR AT LEAST 60 DAYS PRIOR TO TERMINATION OF ANY QUARTERLY EXTENSIONS TO THE ORIGINAL LEASE.

LESSEE AGREES AND UNDERSTANDS THAT OCCUPANCY OF THE PREMISES IS LIMITED TO TWO INDIVIDUALS.

THUS DONE, I AND/OR WE HAVE READ, AND AGREE TO ABIDE BY THE TERMS OF THIS LEASE. I AND/OR WE ACKNOWLEDGE TO HAVE RECEIVED A COPY OF THIS LEASE ON THE _____ DAY OF _____, **2020** .

LESSEE (DATE)

LESSOR (DATE)

VEHICLE INFORMATION:

2 VEHICLE MAXIMUM PER APARTMENT.

VEHICLE # 1

LICENSE # _____

MAKE & MODEL _____

COLOR _____

OWNER _____

TENANT SIGNATURE _____

VEHICLE # 2

LICENSE # _____

MAKE & MODEL _____

COLOR _____

OWNER _____

TENANT SIGNATURE _____

IF THIS INFORMATION SHOULD CHANGE, WRITTEN NOTICE WITH UPDATED INFO IS REQUIRED.

ANY PHONE OR EMAIL ADDRESS CHANGES SHOULD BE REPORTED TO LESSOR IMMEDIATELY SINCE MOST COMMUNICATIONS FROM LESSOR WILL BE BY PHONE, TEXT, OR EMAIL.