

# RESIDENTIAL LEASE



The Standard Form (revised 08/08) of:  
New Orleans Metropolitan Association of REALTORS®, Inc.  
Northshore Area Board of REALTORS®  
Saints Board of REALTORS®

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

1 **PARTIES** \_\_\_\_\_ (hereinafter referred to as Lessor)

2 hereby leases to \_\_\_\_\_

3 (hereinafter referred to as Lessee) the following described property:

4 \_\_\_\_\_

5 **PREMISES** \_\_\_\_\_ Apt. # \_\_\_\_\_

6 in \_\_\_\_\_ for use by Lessee as a private residence only.

7 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

8 \_\_\_\_\_

9 **TERM** This lease is for a term of \_\_\_\_\_ months commencing on the \_\_\_\_\_ day of \_\_\_\_\_,

10 and ending on the last calendar day of \_\_\_\_\_.

11 \_\_\_\_\_

12 **MONTH TO MONTH RENEWAL** If Lessee, or Lessor, desires that this lease terminate at the expiration of its term he must give

13 the other party written notice at least \_\_\_\_\_ days prior to that date. Failure of either party to give this required notice automatically

14 renews this lease and all of the terms thereof except that the lease will then be on a month to month basis.

15 \_\_\_\_\_

16 **RENT** This lease is made for and in consideration of a monthly rental of \_\_\_\_\_

17 dollars payable in advance on or before the 1st day of each month at \_\_\_\_\_

18 \_\_\_\_\_ Lessee agrees to pay Lessor the sum of \_\_\_\_\_

19 \_\_\_\_\_ dollars which is

20 prorated rental for the period \_\_\_\_\_ thru \_\_\_\_\_.

21 If rent is paid by the \_\_\_\_\_ of the month, Lessee shall be entitled to a deduction of \_\_\_\_\_

22 dollars per month provided, however, that if the rent due is not received by the \_\_\_\_\_ of the month

23 Lessee shall be considered delinquent. If Lessee pays by check and said check is not honored in presentation for any reason

24 whatsoever, Lessee agrees to pay an additional sum of \_\_\_\_\_ as a penalty. This penalty provision is not to be

25 considered a waiver or relinquishment of any of the other rights or remedies of Lessor. At Lessor's discretion after receipt of

26 NSF check; Lessor may require all future payments in the form of money orders or certified funds. Lessor shall give written notice

27 to Lessee of this requirement. Additional late fee of \$5.00/day beginning the 6th of the month.

28 \_\_\_\_\_

29 **SECURITY DEPOSIT** Upon execution of this lease, Lessee agrees to deposit with Lessor, the sum of \$ \_\_\_\_\_.

30 This deposit shall be non-interest bearing and is to be held by Lessor as security for the full and faithful performance of the terms

31 and conditions of this lease. This security deposit is not an advance rental and Lessee may not deduct portion of the deposit from

32 rent due to Lessor. This security deposit is not to be considered liquidated damages. In the event of forfeiture of the security deposit

33 due to Lessee's failure to fully and faithfully perform all of the terms and conditions of this lease, Lessor retains all of his other

34 rights and remedies. Lessee does not have the right to cancel this lease and avoid his obligations hereunder by forfeiting said

35 security deposit.

36 \_\_\_\_\_

37 Deductions will be made from the security deposit to reimburse Lessor for the cost of repairing any damage to the premises or

38 equipment or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at the

39 termination of this lease. Deductions will also be made to cover any unpaid amounts owed to Lessor for any damage, loss, or

40 charges occurring prior to termination of this lease and for which Lessee is responsible. In the event that damages or other charges

41 exceed the amount of the security deposit, Lessee agrees to pay all expenses and cost to Lessor. In the event there has been a

42 forfeiture of the security deposit, excess charges shall be paid in addition to the amount of the said security deposit.

43 \_\_\_\_\_

44 Should there be any damage to the leased premises or equipment therein, reasonable wear and tear excepted, caused by Lessee, his

45 family, guest or Agents, Lessee agrees to pay Lessor when billed the full amount necessary to repair or replace the damaged premises

46 or equipment. This includes but is not limited to garbage disposal, plumbing problems due to improper usage, also water problems

47 due to improper bath/shower usage.

48 \_\_\_\_\_

49 Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that the entire security

50 deposit aforesaid shall be automatically forfeited should Lessee vacate or abandon premises before the expiration of this lease, except

51 where such abandonment occurs during the last month of the term of this lease, and Lessee has paid all rent covering the entire term

52 and either party has given the other timely written notice that his lease will not be renewed under its automatic renewal provisions.

53 Forfeiture of the security deposit shall not limit Lessor's rights nor Lessee's obligations.

54 \_\_\_\_\_

55 The leased premises must be returned to the Lessor in as good condition as they were at the time the Lessee first occupied same,

56 subject only to normal wear and tear. Lessor agrees to deliver the premises clean and free of trash at the beginning of this lease and

57 Lessee agrees to return the same in like condition at the termination of this lease. At the termination of this lease, the Lessee shall be

58 entitled to an accounting and a return of the security deposit within 30 days thereafter, providing all of the obligations of the lessee

59 have been fulfilled, including return of the keys to the Lessor. Lessee shall provide Lessor with a forwarding address, in writing.

60 \_\_\_\_\_

61 **OCCUPANTS** The leased premises shall be occupied only by the persons listed below. Other occupants, including temporary

62 visitors are not allowed to remain at the premises for a period in excess of 10 days.

63 \_\_\_\_\_

64 \_\_\_\_\_

65 \_\_\_\_\_

66 A temporary visitor is one who inhabits the premises for no more than ten (10) days.

\_\_\_\_\_  
LESSEE'S INITIALS

\_\_\_\_\_  
LESSEE'S INITIALS

\_\_\_\_\_  
LESSOR'S INITIALS

\_\_\_\_\_  
LESSOR'S INITIALS

68 **PETS** No pets shall be allowed on the premises at any time. However, this provision shall not preclude Lessor modifying any lease  
69 to allow pets by mutual written agreement between Lessor and Lessee.

70  
71

72 **SUB LEASE** Lessee is not permitted to sublet or grant use or possession of the leased premises without the written consent of  
73 Lessor and then only in accordance with the terms of this lease. Any expense associated with subleasing the premises shall be paid  
74 by \_\_\_\_\_

75

76 **DEFAULT, ABANDONMENT OR EVICTION** Should the Lessee fail to pay the rent or any other charges arising under this  
77 lease promptly as stipulated or should premises be abandoned by Lessee (it being agreed that an absence of Lessee from the leased  
78 premises for five consecutive days after rentals have become delinquent shall create a conclusive presumption of abandonment) or  
79 should Lessee begin to remove furniture or any substantial portion of Lessee's personal property to the detriment of Lessors lien, or  
80 should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee make an assignment  
81 for the benefit of creditors, then in any of said events, Lessee shall be in default and the rental of the whole of the unexpired term of  
82 this lease, together with any attorney's fees, and all other expenses shall immediately become due. Lessor may proceed one or more  
83 times for past due installments without prejudging his rights to proceed later for the rent for the remaining term of this lease.

84 Similarly, in the event of any such default, Lessor retains the option to cancel this lease and obtain possession of the premises in  
85 accordance with the provisions of Article 4701, et. seq. of the Louisiana Code of Civil Procedure. In the event of such cancellation  
86 and eviction, Lessee is obligated to pay any and all rent and expenses due and owing through the day said premises are re-rented or  
87 this lease expires, whichever is sooner. Lessee is obligated to pay any collection and eviction costs and attorney's fees. In the event  
88 the premises are abandoned as defined above, Lessee grants to Lessor the right to dispose of belongings remaining in the premises  
89 in any manner Lessor chooses without any responsibility or liability to Lessee for any loss which Lessee may sustain from said  
90 disposition. Lessee shall be responsible for any cost incurred by removal of these belongings.

91

92 **OTHER VIOLATIONS, NUISANCE** Should the Lessee at any time violate any of the conditions of this lease, other than the  
93 conditions provided in the immediately preceding paragraphs under the heading "Default, Abandonment, or Eviction" or should the  
94 Lessee discontinue the use of the premises for the purposes for which they are rented or fail to maintain a standard behavior  
95 consistent with the consideration necessary to provide reasonable safety, peace and quiet to others, such as but not limited to,  
96 being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or knowingly engaging in any unlawful  
97 or immoral activities, or failure to abide by any Rules and Regulations, and should such violation continue for a period of five days  
98 after written notice has been given Lessee (such notice may be posted on Lessee's door) or should such violation again occur after  
99 written notice to cease and desist from such activity or disturbance, then, Lessee shall be in default and Lessor shall have the right  
100 to demand the rent for the whole unexpired term of this lease which at once becomes due and payable or to immediately cancel  
101 this lease and obtain possession of the premises in accordance with the provisions of Article 4701, et. seq. of Louisiana Code of  
102 Civil Procedure, or to exercise any further rights granted by this lease or available by law.

103

104 **RULES & REGULATIONS** Lessee acknowledges receipt of a copy of and agrees to comply with the Rules and Regulations.  
105 Lessee agrees to comply with any additions and/or modifications to these Rules & Regulations or with other Rules & Regulations  
106 which may be established, adopted by the Lessor and which may be posted on the leased premises, and/or mailed, and/or delivered  
107 to Lessee.

108

109 **CONDITION, REPAIRS, ADDITIONS AND ALTERATIONS OF PREMISES** Lessor warrants that the leased premises are in  
110 good condition. Lessor shall be responsible for the repair of electrical, plumbing, air conditioning and heating system provided the  
111 repair is not caused by misuse or neglect by the Lessee. Lessee agrees to use the same with care, and to perform the usual cleaning  
112 and household maintenance customarily required. Air conditioning and heating filters are the responsibility of Lessee. The running  
113 of the unit with dirty filters is not permitted. Lessee acknowledges that he has been provided the opportunity to inspect the premises  
114 and accepts it in its current condition and agrees to keep it in same condition during the term of this lease at his expense and to  
115 return it to Lessor in the same or better condition at termination of this lease, normal decay, wear and tear excepted. The only  
116 exceptions to this area are repairs/improvements that Lessor specifically agrees to perform on the premises as may be outlined in  
117 the "SPECIAL CONDITIONS" section of this lease.

118

119 Lessee shall not make any additions or alterations to the premises without written permission of the Lessor. Lessor or his employees  
120 shall have the right to enter the premises for the purpose of inspection or making repairs necessary for preservation of the property.  
121 Any additions or alterations made to the property by the Lessee shall become the property of the Lessor at the termination of this  
122 lease unless otherwise stipulated herein. Lessee expressly waives all right to compensation for any additions or alterations made to  
123 the premises. The Lessor, in his option, may require the premises to be returned to its original condition at Lessee's expense.

124

125 **OCCUPANCY** Should Lessor be unable to provide occupancy on the date of the beginning of this lease due to causes beyond  
126 control of Lessor, this lease shall not be affected thereby, but Lessee shall owe rent beginning only with the day on which he can  
127 obtain possession. Lessee shall not be entitled to any damages beyond the remission of rent for such term during which he is  
128 deprived of possession. Should Lessor be unable to provide occupancy within 10 calendar days from the commencement of this  
129 lease as stipulated herein, the Lessee shall have the option of terminating this lease by giving written notice to Lessor.

130

131 Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen  
132 event not due to any fault or neglect of Lessee, then Lessee shall be entitled to a refund of any prepaid rents for the unexpired term  
133 of the lease. However, Lessee shall not be entitled to a reduction of the monthly rent or cancellation of this lease because of a  
134 temporary failure of utilities, heat, air conditioning or temporary closing of swimming pool and/or a reasonable delay in completing  
135 agreed to improvements to the premises as specified in the "SPECIAL CONDITIONS" section of this lease.

136

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

140

141 **LIABILITY** If any employee or representative of Lessor renders any services (such as parking, washing or delivering automobiles,  
142 handling of furniture or other articles, cleaning the rented premises, package delivery, or any other service) for or at the request of  
143 Lessee, his family, employees or guests, then, for the purpose of such service, such employees shall be deemed the servant of Lessee,  
144 regardless of whether or not payment is arranged for such service, and Lessee agrees to release Lessor and his agents and/or  
145 representatives and to hold them harmless of any and all liability arising therefrom.

146

147 Neither Lessor nor his agents and/or representatives shall be liable to Lessee, or to Lessee's employees, patrons and visitors, or to  
148 any other person for any damage to person or property caused by any act, omission or neglect of Lessee or any other tenant of said  
149 leased premises and Lessee agrees to defend, indemnify and hold Lessor, his agents and/or representatives harmless from all claims  
150 for any such damage, whether the injury occurs on or off leased premises.

152 Lessee hereby releases and holds Lessor, his agents and/or representatives harmless and agrees to defend and indemnify Lessor  
153 from any damage or injury to persons or property caused as a result of the use of the swimming pool by Lessee or any persons  
154 making use of said through the use, permission or consent of Lessee.

155

156 Lessee assumes responsibility for the condition of the premises. Lessor is not responsible for damage caused by leaks in the roof,  
157 bursting of pipes by freezing or otherwise, or any vices or defects of the leased property, or the consequences thereof, except in  
158 case of positive neglect or failure to take action toward the remedying of such defects within a reasonable amount of time after  
159 receiving written notice of such defects. Should lessee fail to promptly so notify Lessor in writing, of any such defects, Lessee will  
160 become responsible for any damage or claims resulting to Lessor or other parties.

161

162 Lessee understands that neither Lessor, his agents and/or representatives carries Hazard or Flood insurance on Lessee's contents  
163 in leased premises. Lessor is not responsible for damage or loss of Lessee's personal property. Lessor encourages lessee to acquire  
164 adequate insurance to protect themselves and their personal property.

165

166 Lessor and Lessee acknowledge that the return or disposition of Lessee's deposit is a decision made exclusively by the Lessor in  
167 accordance with the applicable rules of the Louisiana Real Estate Commission, the terms and conditions of this lease, and the require-  
168 ments of law. Said parties acknowledge that the Lessor's agent is likewise bound to the applicable rules of the Louisiana Real Estate  
169 Commission and cannot return the deposit, if held by agent, in the absence of mutual written agreement except in accordance with  
170 the rules and regulations of the Louisiana Real Estate Commission. Accordingly, both Lessor and Lessee release and discharge said  
171 agent from any and all liability or responsibility of agent relating to the return of such deposit, except in the event agent breaches  
172 the rules and regulations of the Louisiana Real Estate Commission. Lessee acknowledges that the actions of the agent regarding this  
173 entire lease is made solely and at the direction of the Lessor.

174

175 **SIGNS & ACCESS** Lessor reserves the right to post on the premises "For Sale" signs at any time and "For Rent" signs can be placed  
176 on property \_\_\_\_\_ days prior to expiration of lease. Lessee will also permit Lessor, his agents and/or representatives to have  
177 access to the premises for the purpose of inspection, sale or leasing at reasonable intervals between the hours of 9:00 am to 5:00 pm.  
178 If Lessee refuses request for access, this shall constitute a violation of the lease.

179

180 **ATTORNEYS FEES** Lessee further agrees that if an Attorney is employed to protect the rights of the Lessor hereunder, Lessee will  
181 pay the fee of such attorney. Such fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a maximum of \$300.00  
182 whichever is greater. Lessee further agrees to pay all court costs and sheriff's charges and all other expenses involved.

183

184 **NOTICES** All notices required to be given under the terms of this lease shall be in writing, and if mailed, by certified mail addressed  
185 to Lessee at the herein leased premises or to Lessor at the address appealing in this lease, and such mailing constitutes full proof of  
186 and compliance with the requirement of notice, regardless of whether addressee received such notice or not. Notices may also be  
187 given in writing by hand delivery, or by attaching to door of premises.

188

189 **COMMISSIONS** Lessor, his heirs, successors or assigns, agrees to pay to \_\_\_\_\_ its heirs,  
190 successors or assigns a lump sum cash commission of \_\_\_\_\_ which commission is earned and payable  
191 upon execution of this lease, and a similar commission on any extension or renewal of this lease and also a commission of \_\_\_\_\_  
192 of the negotiated price of any agreement to sell, exchange or option made with or through Lessee during the term  
193 of this lease or any renewal and/or extension thereof or within 180 days after the expiration of this lease or any renewal thereof.

194

195 In consideration of services rendered by agent in negotiating this lease, Lessor hereby agrees that in the event the herein leased  
196 property is sold or transferred during the term of this lease and there are any unpaid commission still due agent, Lessor will pay  
197 same lump sum in cash at the time property is sold or transferred.

198

199 **OTHER CONDITIONS** The failure of Lessee to insist upon the strict performance of the terms, covenants, agreements and  
200 conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right  
201 thereafter to enforce any such terms, covenants, agreements and condition, but the same shall continue in full force and effect.

202

203 It is understood that the terms "Lessor" and "Lessee" are used in this lease, and they shall include the plural and shall apply to all  
204 persons, both male and female. All obligations of Lessee are joint, several and in solido.

205

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

208

209 **UTILITIES** Lessee shall maintain all utility services, including water, gas, electricity, phone, garbage collection, and lawn and  
210 garden care, in Lessee's name and shall promptly pay all charges due thereon, during the term of this lease unless otherwise noted.

211

212 **WAIVER OF NOTICE** Upon termination of the right of occupancy for any reason, Lessee hereby expressly waives notice to vacate  
213 premises prior to institution of eviction proceedings in accordance with La. CCP Article 4701 and La. CC Article 2713.

214

215 **MISCELLANEOUS PROVISIONS** No cars to be parked on lawn or walkways. Cars to be parked only in designated areas. No holes  
216 shall be drilled in the walls, woodwork or floors are permitted. No painting or papering of walls is per-

217

218 mitted without written consent of Lessor. Lessee shall not allow the cable/phone company to wire the premises for cable without  
219 Lessor's written permission. No waterbeds are allowed. No foil in windows is allowed. Garbage to be placed in designated receptacle.  
219 If no receptacle is provided, garbage is to be placed on curb as prescribed by law in a proper receptacle provided by Lessee.

220

221 Lessee is to furnish Lessor with a list of deficiencies noted by Lessee at the time of occupancy. This is to be held by Lessor in case  
222 of dispute as to move-in condition of property.

