

Standard Residential Lease Agreement

PARTIES - DEAN & CO. REAL ESTATE, LLC. (to be referred to as Landlord or Agent for Landlord) hereby leases to _____ (to be referred to as Tenant or Resident) the following described property: **PREMISES** - Address: _____ City- _____ State- LA Zip Code- _____. For use by resident as a private residence only, as agreed by parties. **TERM** - this lease is for a term commencing on _____ and ending on the last calendar day of _____.

AUTOMATIC RENEWAL - If Tenant, or Landlord, desires that this lease terminate at the expiration of its' term, he/she must give to the other written notice at least **60 (SIXTY) DAYS** prior to the end of the Term, to run concurrent with the month, prior to the intended date of vacancy. Failure of either party to give this required notice will automatically renew this lease on a month to month basis. In any event, either party must give a 30 day **WRITTEN** notice to terminate this lease after the expiration of its term.

RENT - This lease is made for and in consideration of a monthly rental rate of: _____ & **NO/100 DOLLARS** (\$ _____.00) which is due on the **FIRST** of each month, and is considered **LATE** after the **THIRD** day of the month. If tenant mails the rental payment, the Landlord goes by the date we receive it not the post marked date.

ALL RENTAL PAYMENTS ARE TO BE MADE IN THE FORM OF A CHECK OR MONEY ORDER AND ARE TO BE DELIVERED TO:

DEAN & CO. REAL ESTATE, LLC.
9270 SIEGEN LANE SUITE 604
BATON ROUGE, LA 70810
225-767-2227-OFFICE
225-767-1221-FAX

Landlord acknowledges receipt from Tenant the sum of \$ _____ which is **PRO-RATED RENT** for _____ days from the date of commencement of this lease to the first day of the following month. If Tenant pays by check and said check is not honored on presentation for any reason whatsoever, Tenant agrees to pay an additional sum of \$50.00 (Fifty dollars). This penalty provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of Landlord. Tenant will be required to make future payments in the form of a **MONEY ORDER**. **The rent shall be due on the first day of each month and, if not paid by the third day of the month, a late charge of \$100.00 (ONE HUNDRED DOLLARS) shall be added, as well as a charge of \$10.00 (TEN dollars) per day after the fourth day of the month shall also be added as part of the rent.**

DEFAULT OR ABANDONMENT - Should the Tenant fail to pay the rent or any other charges arising under this lease promptly as stipulated, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Tenant, or should Tenant breach any of the Rules and/or Regulations as referred to further herein, or should Tenant breach any other covenant of this lease, Tenant shall be at option of Landlord in default, without the necessity of demand or putting in default. In the event of default hereunder, Landlord may elect any remedy allowed under Louisiana law, including but not limited to declaring the rent for the whole un-expired term of the lease together with the attorney's fees, immediately due and payable, or to proceed one or more times for past due installments without prejudicing his right to proceed later for the remaining term of the lease, or to cancel the lease and obtain possession of the premises.

ATTORNEY'S FEES - Tenant and/or Landlord further agrees that if an attorney is employed to protect any rights of the Landlord and/or Tenant there under, Tenant and/or Landlord will pay the fee of said attorney. Such fee is hereby fixed at twenty-five (25%) of the amount claimed or \$400.00, whichever is greater. Tenant and/or Landlord further agrees to pay all court costs and sheriff's charges, if any.

EVICTON WAIVER OF NOTICE - Tenant(s) hereby waives his/her right to be given a five day notice to vacate if necessary that tenant be evicted. Therefore tenant realizes that he/she are waiving their rights to a five day notice to vacate if for any reason this lease is breached or terminated by said tenant. CCP Art. 4701.

Initial _____	Date _____	Initial _____	Date _____
---------------	------------	---------------	------------

SECURITY DEPOSIT - Upon execution of this lease contract, Tenant agrees to deposit with Landlord, or his agent, the receipt of which is hereby acknowledged, the sum of \$ _____.00 which will be subject to the attached **SECURITY DEPOSIT RECEIPT**. This deposit, which is non-interest bearing, is to be held by Landlord as security for the full and faithful performance of all of the terms and conditions of this lease and any renewals of same. The security deposit **IS NOT AN ADVANCE RENTAL** and Tenant **MAY NOT DEDUCT ANY PORTION OF SAID DEPOSIT FROM THE RENT DUE TO LANDLORD, OR USE IT AS THE FINAL MONTH'S RENT** due to Landlord. In the event of forfeiture of the security deposit due to Tenant's failure to fully and faithfully perform all of the terms and conditions of the lease, Landlord retains all of his other rights and remedies.

Tenant does not have the right to cancel this lease and avoid his obligations hereunder by forfeiting the said security deposit. The parties acknowledge that REALTOR/Agent has acted strictly as broker to bring the parties together and has no responsibility for the refund of the deposit or performance of any other provisions of the contract by either party.

OR

PAGE 2
STANDARD RESIDENTIAL LEASE AGREEMENT

If the deposit is held by REALTOR/Agent as managing agent or Landlord, the parties acknowledge that it will be non-interest bearing and that in the event of a dispute as to return of all or any portion of the deposit, REALTOR/Agent may deposit the funds with the Louisiana Real Estate Commission or any appropriate court for resolution and deduct there from the cost of such procedure.

Tenant shall be entitled to return of the said security deposit within 60 days in accordance with the terms of attached SECURITY DEPOSIT RECEIPT after the premises are returned to Landlord in equitable condition as they were at the time Tenant first occupied same, subject only to normal wear and tear and after all keys are surrendered to Landlord. Landlord agrees to deliver the premises clean and free of trash at the beginning of this lease and Tenant agrees to return same in like condition at the termination of the lease. In the event of any damage to the leased premises or equipment therein notwithstanding HVAC, plumbing, or any structural components that are the responsibility of Landlord, reasonable wear and tear excepted, caused by Tenant, his family, guest or agents, Tenant agrees to pay Landlord, when billed, the full amount necessary to repair or replace the damaged premises or equipment. Deductions may be made from the security deposit to reimburse Landlord for the cost of repairing any damage to the premises or equipment, or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at the termination of the lease. Deductions may also be made to cover any unpaid amounts owed to Landlord for any such damages or loss occurring prior to termination of the lease and for which Tenant has been billed. In the event that a maid service must be performed consequential to Tenant's lack of upkeep to the premises, large or small, there will be a fee assessed against the Security Deposit. In the event that such damages or cleaning charges exceed the amount of the security deposit, Tenant agrees to pay all excess costs to Landlord. In the event there has been a forfeiture of the security deposit, charges for damages and cleaning shall be paid in addition to the forfeiture of said security deposit. Deductions will also be made to cover any unpaid rental amounts and late fees. Said security deposit is a complete and total forfeiture as a fee for breaking the lease and will not be used as a direct deduction against any of the aforementioned amounts due. Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that the entire security deposit aforesaid shall be automatically forfeited should Tenant vacate or abandon the premises while also failing to pay Rent before the expiration of this lease.

SUB-LEASE AND RELEASE FROM THIS LEASE - Tenant is not permitted to sublet, assign, or grant use of the leased premises without the written consent of Landlord which shall not be unreasonably withheld, conditioned, or delayed, and then only in accordance with the following terms and conditions:

1 - A FEE OF 100% OF ONE FULL MONTH'S RENT WILL BE DUE AND PAYABLE TO LANDLORD IN ADVANCE OF ANY EFFORTS BEING UNDERTAKEN BY LANDLORD TO LOCATE ANOTHER TENANT.

2 - A NEW TENANT MUST BE LOCATED, APPLICATION TAKEN AND APPROVED, NEW LEASE SIGNED AND RENT COLLECTED BEFORE CURRENT TENANT WILL BE RELEASED FROM THIS LEASE.

3 - CURRENT TENANT WILL BE RESPONSIBLE FOR CONTINUING TO PAY THE FULL RENTAL AMOUNT, PER THIS AGREEMENT, ON A CONTINUOUS BASIS UNTIL ITEM #2 ABOVE IS FULFILLED. ANY DOUBLE RENT COLLECTED WILL BE REFUNDED TO CURRENT TENANT AFTER VACANCY OF PREMISES, CERTIFICATION OF CONDITION, AND MOVE-IN OF NEW TENANT AND RENT COLLECTED.

OCCUPANTS - The leased premises shall be occupied as a residence by those named as Lessee(s)/Tenant(s) above or by the following person(s) **ONLY**:

WARRANTY - Landlord warrants that the leased premises are in good condition, unless otherwise noted, and that the roof, heating and air condition, electrical and plumbing are in proper working order. Tenant accepts them in such condition and agrees to keep them in such condition during the term of the lease however, Tenant shall not be responsible to damage to the roof, HVAC, electrical, or plumbing not caused by Tenant's fault or negligence, but Tenant shall be responsible to repair any such damage caused by the fault or negligence of Tenant, Tenant's family, guest, or invitee.

REPAIRS & MAINTENANCE - No repairs shall be due Tenant by Landlord unless otherwise agreed to, in writing, except to roof, heating and air conditioning, electrical and plumbing and such as may be rendered necessary by fire or other casualty not occasioned by Tenant's fault or negligence. Property is leased in "as is" condition, or as is found upon visual inspection prior to submitting a RENTAL APPLICATION. Upon Tenant's knowledge of, Tenant agrees to report, IN WRITING or verbally, to Landlord, any damage to the leased premises within twenty-four (24) hours after its happening, and upon his failure to do so, Tenant shall be bound to pay for repair any residual damage resulting from negligence of Tenant.

If any of the tenant's personal belongings including to but not limited to appliances causes damage to the property and results in an insurance claim, the tenant is responsible for paying the owner's home owner's insurance deductible.

EMERGENCY MAINTENANCE- If you have an emergency maintenance issue outside of business hours, please call the office phone number and listen to the voicemail. There is always a cell phone number of someone on call on the voicemail to handle the issue.

PETS - Tenant may not have pet(s) without expressed, written consent via a Pet Provision attached hereto. Having a pet is a violation of the lease and tenant could be subject to forfeiting the full security deposit.

PAGE 3 STANDARD RESIDENTIAL LEASE AGREEMENT

OTHER VIOLATIONS AND NUISANCE - Should Tenant at any time violate any of the conditions of this lease, or should the Tenant discontinue the use of the premises for the purpose(s) for which they are rented, or fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other tenants/residents in the area (complex) or neighborhood, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, engaging in any unlawful or immoral activities, and should such violation occur again after verbal or written notice to cease and desist from such activity or disturbance, the Tenant may be declared in default of this Lease by Landlord and Landlord shall have the option to demand the rent for the whole un-expired term of the lease which shall at once become due and payable or to immediately cancel this lease and obtain possession of the premises, or elect any other remedy allowed by law. **ILLEGAL ACTIVITY**- Any illegal activity on the property is a violation of the lease and is grounds for eviction. **ACCESS** - Tenant will allow Landlord and parties authorized by Landlord to visit the premises, in view of renting or buying. Tenant is responsible for making sure that the home is in good showing condition. Landlord reserves the right to post on the premises For Rent/Lease signs during this time. Owner reserves the right to list property for sale at any time during the lease. The lease contract will remain in effect and would transfer to the new owner. Owner also reserves the right to post For Sale sign during this time. Tenant will also permit Landlord and parties authorized by Landlord to have access to the premises for the purpose of showings, inspection, maintenance or renovations at reasonable intervals between the hours of 8:00 a.m. and 7:00 p.m., or at any time during an emergency.

RULES & REGULATIONS - Tenant acknowledges receipt of a copy of the rules and regulations, which are attached to and form a part of this lease. Tenant agrees to comply with all such rules and regulations and with all reasonable rules and regulations hereafter adopted by the Landlord and posted or about the residences and/or mailed or delivered to Tenant, and failure to comply may be considered a default of this lease.

NON-LIABILITY OF LANDLORD - Tenant agrees that Landlord shall not be liable for injury or damage to person or property of Tenant, his family, guests, employees or invitees, occurring in, on or about the leased premises, or occurring anywhere in or on the leased premises or area in which the leased premises are located, or in or upon the grounds in which the apartment building or house is located, or in any other building or structure on said grounds, however caused or arising except by the direct negligence of Landlord, his agents or employees, and agrees to indemnify and hold Landlord harmless therefore. **IT IS THE RESPONSIBILITY OF TENANT TO OBTAIN RENTER'S INSURANCE COVERING TENANT'S PERSONAL BELONGINGS TO BE PLACED ON PREMISES. IT IS NOT MANDATORY TO HAVE RENTER'S INSURANCE, BUT HIGHLY RECOMMENDED.** Landlord will not be responsible for damage to the tenants personal property caused by leaks in the roof, by pipes that have burst, by freezing or otherwise, or by any vices or defects of the leased property, or the consequences thereof, nor will Landlord be liable in damages for injury caused by any vices or defects of the leased property to Tenant, or any tenant or occupant, or to anyone in the building or on the premises, except in case of positive neglect or failure to take action toward the remedying of such defects within reasonable time after having received written or verbal noticed from Tenant of such defects and the damage caused thereby. Should Tenant fail to so notify Landlord promptly, in writing or verbally, of any such defects, Tenant will become responsible for any damage or injury resulting to Landlord or other parties. Landlord shall be required to maintain the proper structural insurance only.

OCCUPANCY BY TENANT - Should Tenant be unable to obtain occupancy on the date of the beginning of the lease due to causes beyond control of Landlord, this lease shall not be affected thereby, but Tenant shall owe rent beginning only with the day on which he could obtain possession. Should the property be destroyed or materially damaged so as to render it wholly or partially unfit for occupancy by fire or other unforeseen event not due to any fault or neglect of Tenant, the Tenant shall be entitled to credit for the un-expired term of the lease.

ROLE OF REALTOR - REALTOR and his agents have acted only as real estate broker to bring the parties together and will in no case be liable to either party for performance or non-performance of any part of this agreement or for any warranty of any nature, unless specifically set forth in writing, and REALTOR specifically makes no warranty whatsoever as to whether or not the property by this agreement is situated within or without the Government's hundred year flood plan, or as to size or physical condition of the property or improvements. Notwithstanding the foregoing, in no event shall Tenant be responsible for any commission to any REALTOR as a result of this Lease.

OFFENDER NOTIFICATION - The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to L.A.R.S. 15:540 *et seq.* The website for the database is <http://lsp.org/socpr/default.html>. Sherrif and police depoartments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70806.

SPECIAL STIPULATIONS -

Landlord and Tenant signing below certify that they have read, understand and will abide by all of the terms set forth in this lease and the attached addenda. **Signed in the Parish of East Baton Rouge, State of Louisiana.**

Tenant _____ date _____ Landlord/Agent for Landlord _____ date _____

Tenant _____ date _____

Addendum to Lease Agreement and Rules and Regulations

This addendum forms and becomes a permanent part of the Lease Agreement between:

DEAN & CO. REAL ESTATE, LLC. Landlord/Lessor, and _____, Tenant/Lessee
regarding the property located at: _____.

LESSEE IS RESPONSIBLE FOR THE FOLLOWING:

- 1) Changing air conditioning filters on a monthly basis. Tenant is responsible for payment for a/c call if a clogged a/c filter is found.
- 2) Changing smoke detector batteries.
- 3) Replacing all burned out light bulbs.
- 4) Pest control including, but not limited to: MICE, RATS, BIRDS AND RODENTS ARE RESPONSIBILITY OF LESSEE.
- 5) Steam cleaning of carpets during occupancy and upon vacancy is responsibility of Tenant/Lessee.
- 6) Garbage containers, unless there is a dumpster on site.
- 7) All utilities, (water, sewer, electricity, gas, phone, cable) unless otherwise noted.
- 8) Yard maintenance including weeding, edging and pruning shrubbery under 8 feet in height. Failure to do so will result in Lessor contracting the necessary services and charging same to Lessee. Additionally, failure to comply with this condition is a violation of your lease and may result in eviction!
- 9) **PROVIDING A SIXTY DAY WRITTEN NOTICE OF YOUR INTENT TO VACATE ON OR BEFORE THE FIRST DAY OF THE MONTH OF INTENDED VACANCY.**
- 10) Should lessee fail to keep electricity and water services connected, the property will be considered to be abandoned, and the possession will immediately revert to Lessor/Landlord.
- 11) Should lessee desire that locks be re-keyed upon move-in, or at any other time, it is the responsibility of Lessee to pay for same, and to provide a copy of same for Lessor/Landlord. Lessor/Landlord is NOT responsible for unauthorized entry or damage to property or personal injury should Lessee/Tenant elect not to re-key! Lessee/Tenant is to provide 3 copies of any re-keyed locks to Lessor/Landlord. Lessee/Tenant agrees to use a licensed and bonded locksmith, approved by Lessor/Landlord, for re-key.
- 12) Be cautious of items place in toilets, sinks and disposals that cause lines to become plugged. Expense to clear lines will be passed on to Lessee/Tenant.
- 13) No vehicle repairs will be permitted in the parking lot/carport/yard of this residence. You must refrain from keeping any part of, or the whole of an inoperable motor vehicle on the leased premises.
- 14) You must refrain from using the premises in any fashion inconsistent with the quiet neighborhood standards, including the keeping of anything unsightly, hazardous or noisy. Failure to conform to this policy WILL BE GROUNDS FOR EVICTION!
- 15) Please report any leaks, maintenance needs or problems to Lessor/Landlord at the number listed on your lease as soon as possible. Remember, failure to do so may result in your being charged for residual damage. Should an emergency arise, call the police or fire department first, then call the Lessor/Landlord and report the incident. Any repairs reported to anyone other than Lessor/Landlord will be ignored and, if completed by anyone other than our crew, will be the responsibility of Lessee/Tenant.
- 16) Cleaning of the premises, inside as well as yard/exterior grounds during and upon vacancy is the responsibility of Lessee/Tenant.
- 17) As winter approaches, those of you who live in individual homes are responsible for appropriate steps being taken to avoid freezing of water pipes. If pipes burst as a result of Tenant/Lessee negligence, the repair bill will be charged to Tenant/Lessee.
- 18) Tenant is responsible for keeping the dryer vent clean.
- 19) **NO TRAMPOLINES** are allowed on the property.
- 20) **NO PAINTING WILL BE ALLOWED.**
- 21) **NO SMOKING ALLOWED INSIDE THE PREMISES.**

LEAD WARNING STATEMENT: Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is hereby notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller or Lessor of any interest in residential real property is required to provide the Buyer or Lessee with any information on lead-based paint hazards from risk assessments or inspections in the Seller/Lessors possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchasing or leasing.

REPAIRS RESULTING FROM LESSEE'S FAILURE TO COMPLY WITH ANY OF THE ABOVE WILL BE CHARGED TO LESSEE. Lessee understands that the property is leased in "as is, where is" condition, unless otherwise specified in writing. No modifications are to be made to the premises without expressed, written consent by owner or Landlord. By my signature below I do hereby acknowledge that I have read and will abide by all of the terms set forth in the lease and the attached addenda. **THE TERMS AND CONDITION OF THIS AGREEMENT CAN ONLY BE MODIFIED BY EXPRESS WRITTEN INSTRUMENT, SIGNED BY EACH OF THE PARTIES. ANY ATTEMPTED ORAL MODIFICATION OF THIS AGREEMENT SHALL NOT BE VALID.**

Tenant _____ date _____ Landlord/Agent for Landlord _____ date _____

Tenant _____ date _____

Security Deposit Receipt

RECEIVED FROM:

(\$00) DOLLARS /CHECK # _____ /MONEY ORDER
CASH /CHECK# _____

WRITTEN BY:

(\$50.00) FIFTY DOLLARS APPLICATION FEE
CASH/ /CHECK# _____ /MONEY ORDER

FOR THE PROPERTY LOCATED AT:

BALANCE OF: \$0.00 DUE ON OR BEFORE MOVE IN. Tenant agrees that subject to the conditions listed below, this security deposit will be returned in full at the discretion of owner or his/her agent/assignee. Undersigned agrees that this security deposit **may not be applied as rent** and that the full monthly rent will be paid on or before the first day of every month including the last month of occupancy. **RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS.**

1. Full term of the lease has expired.
2. **SIXTY DAY WRITTEN** notice was given prior to leaving apartment/house.
3. If the sheet rock of the wall is removed when the tenants take down their personal belongings, then the tenants will be charged for the sheet rock repair & painting of the affected wall. Do not be excessive with nail holes. Do not write on the walls. This includes but is not limited to pencil marks. Do not spill things on the walls. Do not use touch up paint or spackle nail holes, if you do this, **the tenant will be charged to paint the affected areas.**
4. Entire apartment/house, including range, exhaust fan, all appliances such as refrigerator, microwave, washer and dryer, oven, baseboards, bathroom, closets, cabinets, fireplace, ceiling fans, light fixtures, mini-blinds, windows and window sills, air conditioning filter and grate, are to be clean. Should ANY one or a combination of the above items not be clean, then the security deposit will be charged.
5. No stickers or scratches or large holes on/in walls. All burned out light bulbs to be replaced. The a/c filter must be new. The smoke detector batteries must be fresh, which means that they should not be beeping or hanging.
6. No damage to carpet beyond normal wear and tear. Tenant must have carpets **professionally steam-clean** upon vacancy. **Proof of receipt is required.**
7. The yard must be freshly cut and the flower beds must be neatly maintained. The grass needs to be raked.
8. No unpaid late charges or delinquent rents.
9. All keys are to be returned by midnight of the last day of the lease. Also, all garage door openers & mail box keys must be returned at this time to avoid being charged.
10. All debris and rubbish and any discarded items are to be placed in proper rubbish containers and/or discarded.
11. Forwarding address of whom gave the deposit left with landlord.
12. All terms of the lease are to be complied with.
13. In the event the lease agreement is broken, no portion of the deposit is to be refunded.

_____ By initialing here the tenant understands that the move in sheet is the only way that the landlord will know the true condition of the unit at move in. **The move in sheet must be returned within fourteen (14) days from the start date of the lease. If the move in sheet is not returned to the Landlord within fourteen (14) days, then the tenant is accepting the condition of the unit "as is."**

_____ By initialing here the tenant understands that the **move in sheet** can be found at www.deanrealestate.net under forms.

_____ By initialing here the tenant understands that the security deposit return will be post marked **within sixty (60) days of the last day of the lease agreement.**

_____ By initialing here the tenant understands that **all security deposit dispostes must be made in writing within thirty (30) days of receipt of the return or the tenant relinquishes all claims.**

The costs of labor and materials for cleaning and repairs and delinquent payments will be deducted from Security Deposit if the above 13 provisions are not complied with. The Security Deposit will be refunded by a check, will be post marked to the forwarding address within **sixty (60) days of the last day of the lease agreement**, made payable to the person whose name is on the original deposit check. Applicant has deposited herewith the above named sum with Landlord/Owner, which is hereby acknowledged, to be used at owner's discretion and to be refunded as provided in the Lease Agreement. In the event the application is approved and applicant fails to enter into the contemplated lease, owner SHALL retain the application as liquidated damages to cover the cost of taking and processing this application, removing the premises from the market and holding same for applicant. In the event that this application is not approved by the owner, this deposit will be promptly returned to the applicant, less application fee.

Tenant

Landlord/Agent for Landlord

date

date

Tenant

date