

**APARTMENT LEASE**

1. **PARTIES** - \_\_\_\_\_(hereinafter referred to as Lessor)  
hereby leases to \_\_\_\_\_ (hereinafter referred to as Lessee) the  
following described property:

2. **PREMISES** – Apartment No. \_\_\_\_\_ at \_\_\_\_\_ in  
\_\_\_\_\_ for the use by the Lessee solely as a private residence. Lessee shall not use any part of the  
premises or other property of Lessor for cooking or laundry except those parts regularly provided for such purposes.

3. **TERM** – This lease is for a term commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and ending the last calendar day of  
\_\_\_\_\_, 200\_\_\_\_\_.

Should Lessee be unable to obtain possession of the leased premises on the date of the commencement of the lease because of  
delays by the tenants or in completion of repairs or alterations to be made by Lessor or for any other reason whatsoever not caused by  
the design of Lessor, this lease shall not be affected thereby, and Lessee shall not be entitled to any damages beyond the remission of rent  
for the period during which he is deprived of possession. The termination date shall remain unchanged. If the delay shall be more than  
forty-five (45) days, Lessee, at his option, may declare the lease null and void by giving Lessor written notice; any security deposit or rent  
paid by Lessee shall be returned by Lessor.

4. **RENT** – The monthly rental during the initial term of this lease shall be \_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS payable in advance on or before the first day of each calendar month at

MAIL TO: \_\_\_\_\_  
\_\_\_\_\_ or other place designated by Lessor. If Lessee fails to make any  
payment (rent or other monetary obligation) so that it is received by Lessor within (5) calendar days of the due date or pays by a check  
which is not honored on presentation, Lessee agrees to pay an additional sum as a penalty in addition to interest and expenses described  
in Paragraph twenty-one (21). The receipt of this penalty payment is not to be considered a waiver or relinquishment of any other rights  
or remedies of Lessor.

If the first or last month of this lease is a partial month, the rent shall be adjusted for such month. Rent for the first month shall  
be payable upon execution of this agreement. If the actual commencement date shall be different from the specified date, the rent for  
the first period shall be adjusted accordingly.

Lessor acknowledges receipt from Lessee of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS which is pro-rated rental for  
\_\_\_\_\_ days from the date of commencement of this lease to the first day of the following month.

5. **SECURITY DEPOSIT** – Upon execution of this lease, Lessee shall deposit with Lessor the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS as security for Lessee’s full and faithful performance of all his obligations under this agreement. The  
deposit shall be non-interest bearing. It is not an advance rental payment, and Lessee may not deduct any of the deposit from payments  
due to Lessor. The deposit is not to be considered liquidated damages for any loss suffered by Lessor; and Lessor in event of any  
forfeiture of the deposit retains all his other rights and remedies. Lessee does not have a right to terminate this lease or avoid any  
obligations by forfeiting the security deposit.

Lessee shall be entitled to the return of the security deposit, or the appropriate portion thereof, within thirty (30) days after the  
lease termination provided the premises are returned to Lessor, broom clean and in as good condition as they were at the time Lessee  
first occupied them subject to normal wear and tear and the provisions of this agreement and after all keys are surrendered to Lessor, and  
provided further that all payments an obligations of Lessee have been fulfilled and performed. Lessee acknowledges receipt of 2 keys  
which are to be returned at terminations of the lease; for each key Lessee fails to return to Lessor, Lessee agrees to pay \$5.00 ea.

It is agreed that the entire security deposit shall be automatically forfeited to Lessor as a portion of damages or loss in the event  
Lessee vacates or abandons the premises before expiration of the lease, except where such abandonment occurs in the last month of the  
lease term and Lessee has fulfilled all his obligations throughout the term of the lease and has notified Lessor in writing of this vacating  
the premises at least thirty days prior to vacating premises. This forfeiture shall be in addition to any amounts owed by Lessee.

In the event of any damage to the premises or equipment therein, reasonable wear and tear expected, Lessee agrees to pay  
Lessor when billed the full amount to repair or replace the damaged premises or equipment. Lessee shall also be responsible for damages  
caused by Lessee, or his guests or invitees, to the property of which the leased premises are a part or to equipment thereon.

Deductions may be made by Lessor from the security deposit to reimburse Lessor for damages or loss including the cost of  
cleaning the premises or part thereof or any equipment, and also to pay Lessor for any unpaid amounts owed by Lessee to Lessor. If such  
loss or damage or other costs exceed the amount of the security deposit, Lessee agrees to pay Lessor all such excess costs immediately  
when billed. The existence and amount owed of such liability of Lessee shall be determined by Lessor who shall furnish Lessee with an  
itemized statement of those costs.

For clarification, reference is hereby made to Paragraph thirteen (13) and to the Addendum entitled Check Off List attached  
hereto.

6. **OCCUPANTS** – The leased premises shall be occupied solely for residential purposes by the following person (s):  
\_\_\_\_\_.

7. **PETS** – Lessee shall not allow any pets on the premises or on the property of which the leased premises are part. This provision  
shall not preclude Lessor from modifying the lease to allow pets by agreement with the Lessee, which modification shall be provided by  
the execution of an addendum or amendment entitled Pet Provision.

8. **SUB – LEASE** – Lessee shall not rent, sub-let, grant use of possession of the premises to others without the written consent of the  
Lessor and then only in accordance with this lease. Lessee shall remain fully responsible for all obligations under the lease and any sub-

Initials: \_\_\_\_\_

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

lease shall be handled by a real estate agent of Lessor's choice at Lessee's cost. Lessee shall not display on the premises or on the property of which the premises are part any sign indicating rental of the premises or sale of contents nor shall Lessee advertise such offers in any manner without Lessor's written consent.

9. **DEFAULT OR ABANDONMENT** – If Lessee fails to pay promptly the rent or any other charges arising under this lease, whether to Lessor or others, or if Lessee abandons the premises (it being agreed that an absence of Lessee from the premises for five (5) consecutive days after the rent or other payment has become delinquent shall create a conclusive presumption of abandonment) or if Lessee begins to remove furniture or furnishings or any substantial portion of Lessee's property to the detriment of Lessor's lien, or if assignment for the benefit of creditors, then Lessee shall be ipso facto in default and, at Lessor's option, the rent for the entire unexpired term of the lease together with attorney's fees and all other costs shall immediately become due. As an alternative Lessor may proceed one or more times to collect past due installments without prejudicing his right to proceed later for the rent of the remaining term of the lease. As a further alternative, Lessor may cancel the lease and obtain possession of the premises by giving Lessee written notice to vacate the premises. In all such events, Lessee is hereby relieved of putting Lessee in default or giving any notice other than specifically provided herein.

10. **OTHER VIOLATIONS OR NUISANCES** – If at any time Lessee violates any provisions of the lease, other than those described in the preceding paragraph ("Default or Abandonment") or discontinues use of the premises for the purposes permitted or fails to maintain a standard of behavior consistent with providing reasonable safety, peace and quiet to other tenants or neighbors of the building and property, such as being boisterous, creating undue noise, disturbance or nuisance of any nature, engaging in unlawful or immoral activities or fails to abide by the rules and regulations (Lessee acknowledges he has been informed of current rules) as determined or amended from time to time by Lessor and should such violation continue after twenty-four (24) hours subsequent to a written notice given to cease such violation, (such notice may be posted on Lessee's door) or if such violation occurs again after such notice, Lessee shall ipso facto, without further notice, be in default, and Lessor shall, at his option, be entitled to exercise any of the remedies described in the preceding paragraph or elsewhere in the lease. The standard of appropriate behavior shall rest solely in the discretion of the Lessor.

11. **SURRENDER OF PREMISES** – At the expiration or termination of this lease for any reason whatsoever, Lessee shall immediately surrender possession to Lessor and shall vacate the premises. If Lessee fails to do so, he agrees to pay any and all damages suffered by Lessor, but in no case less than five (5) times the rent per day plus all costs and reasonable attorney fees. Lessee to remain in possession of the leased premises after the expiration or termination of the lease, it shall not be construed as a renewal of the lease but only as an extension on the same terms and conditions on a month-to-month term.

12. **RE: LESSOR RIGHTS** – In any remedy exercised by Lessor pursuant to provisions of the lease, Lessee shall pay to Lessor all costs, attorney fees, and loss or damages occasioned to Lessor. Any remedy chosen by Lessor shall not preclude any other remedy available to Lessor, and Lessor may terminate or cancel the exercise of a remedy commenced and pursue an alternate remedy.

Failure of Lessor to exercise any right provided in this lease or any indulgence by Lessor shall not be construed as a waiver of any right of Lessor.

At the termination of the lease for any reason whatsoever, if Lessee fails to remove any alterations to the premises or to restore the premises to the original condition, normal wear and tear excepted, Lessor may do so at Lessee's expense. If Lessee fails to remove his property, Lessor, at his option, may consider them abandoned and may take it without any payment or compensation to Lessee or remove and store it at Lessee's expense and without any responsibility or liability for damage or loss to Lessee or to any mortgagee of Lessee's property. Lessor is hereby granted a lien on all property of Lessee which may be in Lessor's property, cumulative of other liens and remedies, to secure payment of any and all obligations owed Lessor by Lessee. Lessee will indemnify and hold Lessor harmless from any claims by any third party for actions taken by or damages caused by Lessor in any actions authorized in this lease.

The minimum attorney fee in any action or effort to collect amounts due Lessor or to protect Lessor's rights under the lease shall be Two Hundred and No/100 (\$200.00) Dollars.

13. **CONDITIONS AND MAINTENANCE** – Except as provided in the attached addendum, entitled Apartment Check Off List, Lessee accepts the premises, including locks, keys, plumbing, air-conditioning, heating, lighting and electrical systems in their present condition. No repairs shall be due Lessee except those specifically noted herein or those needed to the roof, structural elements, to a central air-conditioning or heating system serving properties in addition to the leased premises and repairs rendered necessary by fire or casualty or needed to plumbing or electrical systems if not caused by acts of neglect of Lessee.

Lessee shall pay all bills for water, gas, electricity and other services which are billed directly by third parties to Lessee or billed to Lessor and prorated to Lessee in accordance with an agreement, if any, between the parties.

14. **ADDITIONS AND ALTERATIONS** – Lessee shall not make additions or alterations to the leased premises without the prior written permission of the Lessor. Lessor or his representatives shall have the right to enter the premises without permission or presence of Lessee for the purpose of inspecting the premises or making repairs necessary to the preservation of the property; Lessee consents to Lessor's possession of a key to the premises. Any additions or alterations by Lessee shall become the property of Lessor at the termination of the lease; Lessor, at his option, may require Lessee to remove such alterations and to restore to the premises to their original condition.

No holes shall be drilled or punctured in the walls, woodwork or floors, and no antenna installations, painting or papering of walls is permitted without prior written consent of Lessor.

No water beds shall be placed in the premises. No foil shall be placed on the windows and no tape shall remain on the windows after a condition of windstorm ceases.

15. **LIABILITY** – If any employee of Lessor renders any special service (such as parking, washing or delivery of automobiles, handling of furniture or other articles, hanging of draperies, blinds or decorations, cleaning the premises, delivery or packages, running of errands or other service) for or at the request of Lessee, his family, guest or employees, then for the purpose of such service, such employee shall be deemed the agent of Lessee, whether or not payment is arranged for the service, and Lessee relieves Lessor and shall hold Lessor harmless from any liability in connection therewith.

Lessor shall not be liable to Lessee or to Lessee's employees, visitors or any other person for any damages to person or property caused by any act, omission or neglect of Lessee or any other tenant or caused by any occurrence inside or outside the leased premises, Lessee agrees to hold Lessor harmless from described herein be made against Lessor, Lessee agrees to indemnify Lessor for any costs of his defense; and should Lessor be held liable, Lessee agrees to indemnify Lessor for any assessment, damages, costs and attorney fees.

Lessee shall not be entitled to any payment or reimbursement by Lessor or abatement of rent for any damages or loss because of interruption of any service or for inconvenience or loss of use of a portion of the premises or property during repairs or alterations made by Lessor or other tenants.

Initials: \_\_\_\_\_

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

Lessee assumes responsibility for the condition of the premises. Lessor will not be responsible for damage caused by leaks in the roof or walls, by bursting of pipes caused by any reason whatever or any vices or defects, latent or apparent except in case of gross and positive neglect or failure to act toward remedy the defect for which Lessor is responsible according to specific provisions of the lease after receipt by Lessor of written notice from Lessee of the defect. If Lessee fails to notify Lessor in writing of any such defect or need of repair, Lessee shall be responsible for any damage resulting to Lessor or other parties.

Lessee hereby releases, relieves and holds Lessor harmless for any damage or injury to person or property resulting from the use of the property, equipment or swimming pool, if any, or any facilities available on the property of which the premises are part by Lessee or any person using such items with the permission or consent of Lessee or by any invitee of Lessee. Lessee agrees not to use or permit the use of alcoholic beverages within the swimming pool, if any, or in the public or common area of the property. No children under the age of thirteen (13) shall be permitted in the area of the pool unless accompanied by an adult.

Lessor recommends that Lessee secure insurance for protection against his obligations under this lease.

16. INSURANCE – Lessee shall put or do nothing in the premises, whether or not authorized, to forfeit or increase the cost of Lessor’s insurance. Lessee shall promptly pay to Lessor the increased cost or, at Lessor’s option, promptly vacate the premises, in which event the lease shall be terminated, except for indemnification to Lessor by Lessee for any damages or costs.

17. SIGNS AND LESSOR’S ACCESS – Lessor reserves the right to post on the premises “For Sale”, “Auction Sale” or “For Rent” signs at all times. Lessee will permit parties authorized by Lessor to inspect the premises at reasonable hours during the thirty (30) days prior to the termination of the lease in view of renting the premises and on any day during the lease in view of purchasing the property. Lessor shall also have access to the premises at any reasonable time for purposes of inspection or repair.

18. FIRE, CASUALTY OR EXPROPRIATION – If by expropriation or by fire or other casualty not caused by fault, neglect or design of Lessee, the premises are damaged or affected to an extent to render them unfit for occupancy, then this lease shall be terminated as of the date of the event and all parties shall be relieved of additional obligations arising after that date.

19. SUBORDINATION – This lease, whether recorded or not, shall be junior and subordinate to any mortgage hereafter placed by Lessor on the premises or on the property of which the premises are part.

20. RELEASE OF LESSOR ON SALE – Upon a sale or transfer of title of the premises or larger property of which the premises are part by Lessor or a subsequent owner, the purchaser or transferee shall be bound for the performance of Lessor’s obligations under this lease; Lessee agrees to attorn to the transferee. Lessor or transferor shall be released from any and all liability arising thereafter under this lease.

21. LATE CHARGE – If any payment due by Lessee is not received by Lessor within five (5) calendar days after the due date, Lessee agrees to pay a penalty of \$( )DOLLARS If the to reimburse Lessor for administrative costs and the delay. If the delinquent payment is rent, then after five (5) calendar days, the tenant shall pay an additional One (\$1.00) DOLLAR for each day the delinquent rent payment remains unpaid to Lessor. For any payment other than rent Lessee shall pay interest of twelve percent (12%) annual rate on the amount of the principal payment.

22. NON-WAIVER - Failure of Lessor to require strict performance by Lessee of any obligation under the lease on one or more occasions shall not constitute a waiver by Lessor of his right thereafter to require strict compliance.

23. SUCCESSORS – All provisions herein shall be binding on and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators, or assigns.

24. IN SOLIDO LIABILITY – If the Lessee is more than one party, the obligations of such parties shall be in so lido.

25. OFF – SET – Under no circumstances may Lessee apply any sums due to him by Lessor or any amount because of repairs needed to any item of the leased premises (whether or not such repairs are to be made by Lessor) or any part of the security deposit against any payments or rent due or to become due by Lessee to Lessor.

26. SHORT – PAYMENTS AND SPECIAL NOTATIONS – Lessor may receive partial payments from Lessee which receipt and acceptance by Lessor shall in no way waive any rights of Lessor nor be interpreted as Lessor’s willingness to accept other partial payments. Lessor shall not be bound by any notation or statement inscribed or attached in any manner to such remittance.

27. NOTICES - Any notice to be sent to Lessor shall be addressed to the place payment of rent is sent. Any notice to Lessee shall be addressed to the leased premises. Lessee hereby waives notice to vacate the premises prior to institution of eviction proceedings in accordance with La. Code of Civil Procedure Article 4701 and La. Civil Code Article 2713.

28. ENTIRE AGREEMENT – This instrument including addendum \_\_\_\_\_ is the entire agreement between the parties, and neither party shall be bound by statements, representations or agreements other than those expressly stipulated and set forth herein or in any written and signed amendments.

READ YOUR LEASE BEFORE SIGNING

Signed in \_\_\_\_\_ multiple originals this \_\_\_\_\_ day of \_\_\_\_\_ of 200 \_\_\_\_\_.

\_\_\_\_\_  
LESSOR OR AGENT

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSEE

Initials: \_\_\_\_\_  
Lessor  
\_\_\_\_\_  
Lessee